



## GENERAL TERMS AND CONDITIONS REGARDING ACCOUNTS AND SERVICES AT BIDV

### Attached to Application cum Agreement on Account Opening and Service Use for Retail Customers

We would like to extend our sincere thanks to our Valued Customers for opening account and using account services at BIDV. It is important to read and understand General Terms and Conditions on Account and Services at BIDV (hereinafter referred to as “General Terms and Conditions”) applied to your account(s). This document needs to be read carefully in combination with the Application cum Agreement on Account Opening and Service Use; Requests for Banking Services and specific terms and conditions of relating products or services because these documents lay out in details the legal agreements made between Customer and BIDV.

Customer hereby agrees that once the Application cum Agreement on Account Opening and Service Use and Requests for Banking Services are signed by Customer and accepted by BIDV, Customer will be obliged to the General Terms and Conditions and any amendments, supplements specified in Section B below.

#### **A. SPECIFIC TERMS AND CONDITIONS**

##### **I. TERMS AND CONDITIONS FOR OPENING AND USING DEPOSIT ACCOUNTS**

###### **1. Interpretation of terms**

- 1.1. “Account holder” means the person who requests for opening deposit account at the bank.
- 1.2. “Joint account holder” means an owner of a joint account (including current deposit account and term deposit account) who requests for a joint account opening and using.
- 1.3. “FATCA” (Foreign Account Tax Compliance Act) means Foreign Account Tax Compliance Act.
- 1.4. “Agreement” includes Application cum Agreement for Customer Information Registration and Account Service and/or Registration for Retail Banking Services and/or Registration for Supplementary Cards, which consist of this “General Terms and Conditions” and any amendments, supplements thereof.
- 1.5. “Customer” means an individual who is approved by BIDV to provide services to by signing the Application cum Agreement on account opening and service use at BIDV. Under these Terms and Conditions, customer may simultaneously be account holder, joint account holder for deposit transactions.
- 1.6. “Business day” means the day BIDV opens for serving its customers.
- 1.7. “Bank” or “BIDV”, depending on context, means the Commercial Bank for Investment and Development of Vietnam and/or its branches and transaction offices.
- 1.8. “Blockade” or “Temporary lock” means that the temporary suspension of any transaction on part or whole of the blocked/locked account balance. The blocked/locked amount is preserved and controlled within blocking/locking scope and entitled to interest rate as stipulated by BIDV. In cases of partial blocking/locking, the remaining amount is still eligible to use.
- 1.9. “Available balance” means the actual account balance that the customer is allowed to use. Available balance of demand deposit account is the remaining balance after the addition of

overdraft limit and other credit limit and subtraction of the blocked/locked amount. Available balance of time deposit account is the remaining balance after subtraction of blocked amount.

1.10. “Account” means the demand deposit account, term deposit account and valuable papers held by Customer at BIDV.

1.11. “Joint account” means an account which is held in the name of two or more individuals.

## 2. Account opening

2.1. The application for account opening must be submitted to the Bank with true and accurate information. In cases account holder is an individual who is less than 15 years old, who has limited civil act capacity, who loses civil act capacity, who encounters difficulties in perceiving and mastering their behaviors according to the provisions of Vietnamese laws, then the account opening and transaction execution (including account closure) shall be made at the request of his/her guardian or legal representative.

2.2. BIDV reserves its right to request for provision of documents for account opening in accordance with regulations of the Bank and the law.

## 3. Account management and use

3.1. **Minimum balance:** A minimum balance must be maintained on the account in accordance with BIDV's regulations from time to time.

3.2. **Deposit interest:** Customers are entitled to interest on the outstanding balance following the interest rate announced and posted publicly by BIDV from time to time on a 365-day basis. For deposit with a term of more than one day, interest period shall be from the depositing date to the day preceding maturity date of the deposit (due date).

3.3. **Fees:** Account-related fees include account management fee, transaction fee, information provision fee, account closure fee and other relevant fees under statutory regulations. Account-related fees are charged in accordance with BIDV's fee schedule updated on the Bank's website or at its counters; or under specific agreements between customers and BIDV.

3.4. **Overdraft:** Customer may make payment in excess of the amount deposited on their current deposit account, within the overdraft limit agreed between the Bank and Customer.

3.5. **Receipt of statement, subsidiary ledger, transaction documents:** BIDV provides Debit note, Credit note, Transaction statement, subsidiary ledger, etc. at the Bank. Customer may request the Bank to provide account-related documents on periodical or ad-hoc basis and pay fees accordingly following BIDV's fee schedules from time to time.

### 3.6. Use of account:

3.6.1. Customer may use their current account for cash deposit, withdrawal and request for account-based payment services such as payment instruments, check payment service, payment order, collection, collection order, bank card, letter of credit, bank transfer, cash collection and payment, and other value-added services.

3.6.2. Customers are entitled to use the amount within account available balance to pay for legitimate, valid transactions using the signature registered with BIDV.

3.6.3. When performing account-based transactions at the Bank's counter, account holder/joint account holder must present identification documents in accordance with BIDV's Procedures of opening and using account. Transaction documents must be legally, validly made and include transactional evidence in accordance with current law and BIDV's procedures and regulations on opening and using account.

- 3.6.4. Customer must ensure sufficient available balance to cover legitimate payments and related fees under BIDV's regulations. Customers are responsible for the payment in excess of the outstanding balance unless there is an overdraft agreement with BIDV.
- 3.6.5. Customers shall archive transaction documents with BIDV for reconciliation when necessary.
- 3.6.6. BIDV reserves the right to debit Customer's current account in the following cases:
- To collect due, overdue payments, interests, customer's payables to BIDV and fees related to the use of account and payment services (including services provided on other accounts), other fees and financial obligations under these Terms and Conditions.
  - To act in accordance with legal authority's written request on enforcement of administrative violations, judgment execution decision, tax collection decision, or perform other payment obligations in accordance with relevant statutory regulations.
  - To adjust items that are incorrectly accounted, improperly accounted or inconsistent with the scope of using current account as prescribed by law and notify the same to account holder.
  - Where a wrong credit entry is identified, or a credit transfer is requested to be canceled by the transferring bank upon identifying errors in comparison with the request by the sender.
  - To make regular and periodic payments of the Account Holder and other cases under written agreement between BIDV and the Account Holder and any third party.
  - To deduct taxes (if any) under FATCA's regulations.
  - Other cases as agreed between Customer and BIDV or in accordance with laws.
- 3.6.7. BIDV reserves the rights to refuse to process the Account Holder's payment requests in the following cases:
- The Account Holder does not fulfill requirements regarding payment procedures; the payment order is not eligible, inconsistent with information provided in the account opening application, or not aligned with agreements between the Account Holder and BIDV.
  - The available balance is insufficient or exceeds the overdraft limit to execute the payment request.
  - Upon relevant authority's written requirement or evidence of transactions for money laundering, terrorism financing as per statutory regulations on anti-money laundering.
  - The account is temporarily locked, fully blocked, or closed, or partially locked and blocked, and available balance is not adequate to process payment requests or exceeds the overdraft limit.
- 3.6.8. BIDV has the right to refuse request for temporary lock or closure of account by account holder or not to block joint current account upon any written notice from one of joint account holders about any disputes between joint account holders on joint current account when the account holders have not yet fulfilled their payment obligations under enforcement decision of any competent state authorities or have not fully paid their debts to BIDV.
- 3.6.9. BIDV has the right to refuse to make term deposit/savings deposit transaction if Customer fails to comply with provisions of law and BIDV's regulations on term deposit/savings deposit and any agreements between Customer and the Bank under the certificate of deposit and other legal regulations.
- 3.7. **Transaction management, account balance**
- 3.7.1. The Bank provides account balance confirmation for financial verification at customer's request in accordance with the provisions of law.

- 3.7.2. Customers shall finalize, monitor and reconcile with Debit notices, Credit notices, or statements, subsidiary ledger periodically provided by BIDV, manage account-based transactions and inform BIDV immediately upon any loss of Certificate of Deposit, account-related errors or account abuse is identified. The Bank provides e-banking services for customers to check their deposit balance with Bank. Periodically, before January 31st every year, BIDV will reconcile account balance with customers at the Bank's counter. Customer's absence for this purpose will be considered that their closing balance at Bank is agreed upon.
- 3.7.3. Customer is responsible to refund unconditionally the amounts which are mistakenly credited to their account within 3 days upon detecting the wrong accounting or upon receiving BIDV's notice or request for refund.
- 3.8. **Authorization to use of account:**
- 3.8.1. Customers may authorize other person to use their account at account opening branch in accordance with legal provisions and BIDV's procedures and regulations to open and use accounts. The authorization must be made in writing at BIDV's transaction office or notarized or authenticated in accordance with BIDV's regulations from time to time. Authorized person must register information and specimen signature in accordance with BIDV's regulations.
- 3.8.2. The authorization letter has to stipulate the length of authorization (specific time frame) or the legal events that terminate the authorization.
- 3.8.3. The authorized person shall be responsible within the authorized scope and the authorizing person shall be ultimately responsible to BIDV and to the law.
- 3.8.4. Notice of authorization/cancellation of authorization is effective immediately upon BIDV's confirmation or other time stated on BIDV's confirmation document, unless otherwise requested by Customer.
- 3.9. **Account temporary lock**
- 3.9.1. The Bank shall temporarily lock the Customer's accounts with the whole amount or part of the amount:
- Upon Customer's request (in writing or via BIDV's Contact Center Hotline).
  - By this document, Customer agrees that the Bank may temporarily lock their deposit account in the following cases:
    - + When Customer is reported to commit fraudulent act or violate laws relating to current account/card (not applicable to cases reported via BIDV Contact Center), the Bank shall temporarily lock the reported amount within 03 (three) business days.
    - + When Customer uses e-banking services provided by BIDV, the Bank shall temporarily lock the deposit amount to ensure payment obligations within the time limit prescribed for each service.
    - + In case of any reconciliation requests and complaints from issuing bank, merchants, excessive withdrawals from ATMs, or available balance is not sufficient to cover for payment, fees, interests arising in service management and provision, etc.
- In the above cases, BIDV shall notify Customer when a temporary lock/cancellation of lock occurs. At the same time, BIDV shall cancel the temporary lock before the 03-day time limit upon Customer's request.
- Following prior written agreement between Customer and the Bank.
  - In other cases in accordance with the law.
- 3.9.2. Account temporary lock shall cease in following cases:

- After locking period upon Customer's request.
- After locking period as agreed between Customer and BIDV.
- Upon Customer's request for cancellation of lock before 3-day time limit.
- Other cases in accordance with the law.

### 3.10. Account blockage

#### 3.10.1. BIDV shall block a part or the whole balance of the account under the following circumstances:

- Upon a written request by any competent state authorities in accordance with the law.
- BIDV has found that there are errors or mistakes in making a "Credit" entry to the Customer's account or according to a refund request of the money transfer service provider due to the mistakes and errors occurring in comparison with the payment order of the remitter. The blocked amount on the account does not exceed the wrong amount.
- Upon a written notification from one of account holders on arising disputes on a joint current account among joint current account holders.
- Upon a request to block savings deposit, term deposit, valuable paper of Customer (in writing or via BIDV's Contact Center Hotline).
- At the request of any CIs who have credit relations with Customer and are agreed or authorized by Customer.
- Customer has due payment obligations to BIDV under signed agreements (including credit agreement, guarantee agreement, pledge agreement, mortgage agreement, agreement for the issuance and use of cards, etc.) but not voluntarily fulfill these obligations or the automatic debit from Customer's accounts is not made successfully (principal, interest, fees, guarantee obligations, other financial obligations).
- Upon any events that give rise to account blockade under a specific arrangement between BIDV and Customer in any agreements (which includes Customer's payment obligations for transaction amount and fees arising from the use of services).
- Other cases in accordance with these Terms and Conditions and the provisions of law.

#### 3.10.2. The blockade complies with the request for blockade. The blocked amount must be maintained and strictly controlled following blockade content and still be entitled to interest as stipulated by BIDV. In cases of partial blockade, the unblocked amount shall be entitled to normal use.

#### 3.10.3. As soon as the current account is blocked, BIDV shall notify in writing or via telephone, SMS or email to the account holder or his/her guardian/legal representative about the reason for and scope of account blockade.

#### 3.10.4. BIDV shall terminate the account blockade when one of the following conditions is met:

- The requested blockade period has expired;
- Upon a decision on or request for blockade termination by a competent person;
- When BIDV has fixed the mistakes in transferring money;
- Upon a written notification of all joint current account holders on successful settlement of disputes;
- When Customer's payment obligations to BIDV under these Terms and Conditions have been fulfilled;
- Upon Customer's request on blockade cancellation for term deposits before time limit.
- Other cases in accordance with these Terms and Conditions and the provisions of law.

### **3.11. Use of Joint account**

- 3.11.1. The Joint account is used in accordance with the commitments and provisions established in the Agreement of/Contract for Joint Account opening and use.
- 3.11.2. Unless otherwise agreed (on the use of the joint account, on the rights and obligations of each account holder by using the joint account, on methods to resolve disputes related to the joint account), the use of the joint account is based on the following rules:
- The joint account holders have the same rights and obligations towards the joint account, and the use of the joint account has to be approved by all account holders. Each holder has to be responsible for all the debt obligations arising from the use of joint account.
  - Each holder is responsible for informing other account holders of the information received from BIDV, unless otherwise agreed between BIDV and the joint account holders. BIDV's notice or information to each joint account holder is considered delivered to all other joint account holders.
  - Each holder can authorize another person to use the joint account on behalf of the account holder, but such authorization has to be approved by the other holders of the joint account.
  - When one of the joint account holders is dead, declared to be dead, missing, losing civil act capacity, the rights of using account and any obligations arising therefrom shall follow legal regulations or the joint account holders' agreement registered with BIDV.
  - The joint account holders agree that the joint account shall be blocked when disputes arise from the use of the joint account, when all of the account holders request the Bank to block/temporarily block the account, and to unblock the account only if requested by all of the holders or if requested by a competent state authority.
  - The joint accounts cannot be used for e-banking services (except BIDV Samsung Pay and BIDV Pay+ services).
  - The joint account holders have rights and obligations related to the joint account in accordance with laws.

### **3.12. Account closure**

- 3.12.1. BIDV shall close the current account in the following cases:
- Upon a written request from Customer, provided that all obligations related to the account has been fulfilled;
  - BIDV shall close the current account in the following cases:
    - (i) When account holder is dead, declared to be dead/, missing, losing civil act capacity.
    - (ii) The organization owning the account has terminated its business operations in accordance with law.
    - (iii) When the account holder violates the commitments or the provisions in the Agreement on Opening and Use of Current Account with BIDV, FATCA regulations, procedures on opening and using account.
    - (iv) When account balance is zero and no transaction has been made for a period of 6 months for VND accounts, 12 months for foreign currency accounts (except for some products subject to specific regulations and agreements with customers).
    - (v) In other cases in accordance with the law.
- Upon account closure, BIDV shall notify the same to Customer via mail, email, SMS or phone call and post at the Bank's transaction counters. BIDV shall send a notice to account holder, account holder's guardian or legal inheritor (in case of death, declaration for death/missing).

- 3.12.2. Customer can request to close their demand deposit account at any branch of BIDV. In case of closure of demand deposit accounts at a branch rather than the account opening branch, then Customer's request will be settled after the receiving branch coordinates with the opening branch.
- 3.12.3. The closure of demand deposit accounts on which there are automatic transfer requests can only be conducted in the next business day, after the requests have been removed.
- 3.12.4. Upon account closure, such services linked to that account shall be terminated accordingly. Account closure fees shall be paid for following BIDV's fee schedules posted publicly at its counters. BIDV is allowed to automatically debit the account, in order to pay for the charges according to BIDV's fee schedules and other unfulfilled financial obligations of the Customer to BIDV (if any).
- 3.12.5. Account shall not be closed when it is still blocked or Customer's debt obligations towards BIDV have not been fulfilled.
- 3.12.6. When the account is closed, the remaining balance on the account is handled as follows:
- Perform payment upon a request made by account holder, account holder's guardian, legal representative (in case account holder is less than 15 years old, has limited civil act capacity, loses his/her civil act capacity, has difficulties in perceiving and mastering acts) or by account holder's inheritor or his/her representative in case account holder is dead or declared to be dead/missing;
  - Perform payment upon the Court's judgment;
  - In case of a positive balance and Customer/Customer's legal beneficiary does not arrive the Bank for refund, BIDV shall transfer the outstanding balance to an Intermediate Account for pending payment, under which no interest shall incur.
  - After 03 written notices (15-day interval) of account closure via registered mail to Customer/Customer's beneficiary but no one show up at the Bank to receive the remaining amount, BIDV shall manage and handle the amount according to BIDV's regulations and procedures on opening and using account. In case Customer submits a request with valid reason thereafter (long business trips, failure to receive Bank's notice, ...). BIDV shall refund the remaining amount to Customer.
- 3.12.7. After account closure, in case Customer wishes to use current account at BIDV, he/she must follow procedures on opening new current account at BIDV.

## **II. TERMS AND CONDITIONS FOR CARD ISSUANCE AND USE**

### **1. Interpretation of terms**

- 1.1. "ATM" means automated teller machine, which allows Cardholder to make transactions using Card, including: cash withdrawal, fund transfer, bill payment, account inquiry, PIN change, card information search or other transactions, etc.
- 1.2. "Cardholder" means any person or entity to whom the Bank issues a card for use, including principal cardholder and supplementary cardholder.
- 1.3. "Principal Cardholder" means any person or entity who registers for card issuance and to whom BIDV issues to card for use.
- 1.4. "Supplementary Cardholder" means the person who is authorized to use card by the Principal Cardholder following agreement of card use between Principal Cardholder and Supplementary Cardholder. Supplementary Cardholder shall be responsible for the use of card before Principal Cardholder and BIDV.

- 1.5. “International Online Card Authentication Service” (3D Secure Service in short): means an authentication service to enhance security when conducting online card-based transactions at websites with Verified by Visa or Mastercard Identify Check logo.
- 1.6. “Merchant” means organizations or individuals that accept card as a payment instrument for products/services or cash advance/withdrawal.
- 1.7. “Payment terminal” includes Point of Sale (POS), Mobile Point of Sale (mPOS) and other types of payment terminals: which are card readers, terminals which are installed and used at merchants with which cardholders can use the card to pay for goods and services. Payment terminals can be installed at branches or transaction offices of BIDV to provide cash to cardholders.
- 1.8. “Debit” means reducing Customer's card account balance by subtracting a certain amount of money, including transaction amount/converted transaction amount, fees charged by BIDV and international Card associations (if any), and other fees (if any).
- 1.9. “Credit” means increasing Customer's card account balance by adding a certain amount of money, including cash deposit, money transfers of which cardholder is the beneficiary, amount refunded, amount adjusted as prescribed by BIDV or Card association (if any) and interest incurred on account balance (if any).
- 1.10. “Transaction” means any card-based transactions performed at Merchants/ATMs.
- 1.11. “Online card-based transaction (E-commerce)” means any payment transactions for goods and services performed directly on Merchants' websites linked to BIDV's online payment system and/or its partners.
- 1.12. “Transaction limit” means the maximum/minimum amount cardholder is allowed to use according to transaction type, date and time set by BIDV and acquiring bank from time to time.
- 1.13. “Acquiring bank” means any bank/financial institution that provides card payment acceptance services.
- 1.14. “Transaction date” means the date of transaction recognized on BIDV's system.
- 1.15. “Transaction settlement date” means the date on which the transaction has Debit/Credit entry into Customer's card account on BIDV's system.
- 1.16. “Personal Identification Number” (PIN) means a confidential personal number provided by BIDV to Cardholder or any other number(s) defined by Cardholder and accepted by BIDV from time to time, which is used to authenticate Cardholder when transaction is performed. This number is kept confidentially by Cardholder.
- 1.17. “Statement” means a list of debit and credit entries of Card.
- 1.18. “Converted transaction amount” means the transaction amount converted into VND at the exchange rate of Card associations or BIDV.
- 1.19. “Card-linked account” means the current deposit account(s) linked to the Card and registered with BIDV by Cardholder .
- 1.20. “Card” (Domestic debit card/International Debit Card) means a payment instrument issued by BIDV to Cardholder.
- 1.21. “Card expiry date” means the date embossed on card.
- 1.22. “Exchange rate” means the exchange rate applicable to all card-based transactions in foreign currencies converted into VND at the time of transaction settlement. The exchange rate applicable to card-based transactions is the exchange rate set by the card association.
- 1.23. “Card association” means an association comprising of members, issuing companies, acquiring companies domestically and internationally of which BIDV is a member or a partner.

## **2. Regulations for cardholders in case of supplementary cards**

- 2.1. The Principal Cardholder assumes all responsibilities arising from the use of the Supplementary Cardholder from the time the Principal Cardholder/Supplementary Cardholder confirms receipt of the Card.
- 2.2. The Principal Cardholder has the right to request BIDV to respond to any card-related requests made by Supplementary Cardholder, and to send written requests to BIDV without the consent of Supplementary Cardholder(s). In case of necessity, Supplementary Cardholder(s) have the right to request the termination of use of Supplementary Card and return the Card to BIDV. However, the Supplementary Cardholder has no right to request the termination of use of the Principal Card as well as any other requests relating to the validity of the Agreement. All notices and related documents shall be sent to the Principal Cardholder in the forms set out in these Terms and Conditions for issuance and use of debit card.
- 2.3. The Principal Cardholder and the Secondary Cardholder(s) are jointly and severally liable for the performance of the Agreement. The Principal Cardholder's inability to perform the Agreement for any reason whatsoever and in no case shall reduce the joint liability of the Supplementary Cardholder(s) in performance of the Agreement.

## **3. Fees**

- 3.1. Cardholders are obliged to pay fees for issuance and use of Card in accordance with BIDV's regulations.
- 3.2. Types of fees and rates set by BIDV are in accordance with the law and subject to changed from time to time in order to be effective at least seven days after being notified by BIDV to Customer in any one of following methods: published on BIDV's website <http://bidv.com.vn>, publicly posted at BIDV's counters, announced through BIDV's automated transaction system (ATM) or via other appropriate channels.
- 3.3. BIDV automatically collects fees such as: Card annual fee; Transaction fee; Invoice print fee (BIDV's ATMs only); Foreign currency conversion fee; Cross Border Assessment (CBA) fee; Value added service fee, etc.
- 3.4. Other fees shall be collected based on Customer's request, including: Card issuance fee (first issuance and reissuance); Card renewal fee; Copy of transaction receipt fee; Statement copy, PIN fee; Complaint fee; Closing fee; Card lost or stolen notification fee via Card association; Card reactivation fee; Transaction limit change fee; Linked account change fee, etc.

## **4. Registration for card issuance and card receipt**

- 4.1. Registration for card issuance through electronic means applied by BIDV from time to time has equal legal validity to registration in writing at the Bank's counter.
- 4.2. Card and PIN shall be delivered to cardholder following method of delivery clearly stated by cardholder in the Agreement on card issuance in a safe and appropriate manner. Card and PIN shall be deemed delivered to cardholder upon cardholder's signature on the confirmation document provided by BIDV specifically to each delivery method.
- 4.3. In case Customer requests for card/PIN delivered directly to Customer's mail address, Customer acknowledges the risks that may arise and commits to comply with BIDV's regulations on card delivery at mail address, including any fees applicable by BIDV and following terms:
  - 4.3.1. Cardholder may not authorize any other person to receive the card.
  - 4.3.2. BIDV/BIDV's delivery provider shall contact Customer via the phone number registered by Customer when applying for card issuance; Customer needs to keep their contact active within a certain number of business days (according to BIDV's regulations from time to time) from the registration date of card issuance for a smooth contact from delivery provider. In case

BIDV/delivery provider cannot contact Customer for card/PIN delivery, Customer shall have to receive card/PIN by visiting the Card opening branch.

- 4.3.3. For security, PIN and card will be delivered to Customer in two separate envelopes by two different delivery providers. Delivery time shall follow specific regulations of BIDV from time to time. In case Customer wishes to receive card/PIN out of this time frame, an additional delivery fee <sup>[1]</sup> needs to be paid to the delivery provider.
- 4.3.4. Customer needs to show their ID document (registered with BIDV upon card issuance) to receive card/PIN. Customer authentication is based on customer information registered with BIDV.
- 4.3.5. Card and PIN shall be deemed delivered to Customer upon Customer's signature on the confirmation document provided by BIDV. After this confirmation, Customer is responsible for maintaining their card, PIN under BIDV's guidelines and for any risks arising from/related to their card beyond BIDV's faults.
- 4.3.6. Customer shall follow BIDV's instructions to activate the card within 90 days from the registration date of card issuance.
- 4.3.7. Customer has the right to request for card reissuance in case of any incorrect information printed on the card or request for correction/update of any other information related to the card.

## **5. Card use**

- 5.1. Card shall be used to perform transactions within the Transaction Limit set forth.
- 5.2. Cardholder has to ensure sufficient balance on their card-linked account to cover transaction amount and applicable fees. Cardholder is not allowed to make transactions in case of insufficient account balance. Card which has been notified to be stolen or lost shall not be used and found card must be returned to the Bank.
- 5.3. Cardholder is responsible to pay for any transactions made from the card receipt confirmation time, including transactions not licensed through BIDV system, card-less transactions (Internet-based transactions, Mail Order/Telephone Order transactions (MOTO)), transactions exceeding transaction limit. Cardholder is responsible for all damages and losses which may incur to BIDV and/or third parties (if any) for card-based transactions, which are:
  - 5.3.1. Incurred from Cardholder's fraud or non-compliance with the agreements between Customer and BIDV under the Terms and Conditions of Card Issuance and Use during the use of card;
  - 5.3.2. Incurred from the illegal use of card;
  - 5.3.3. In breach of regulations of laws and BIDV.
- 5.4. For periodical payment transactions, when stop using the service, Cardholder must notify the Merchant and evidence must be retained. BIDV reserves the right to refuse any related complaints if Cardholder fails to provide valid evidence.
- 5.5. Card may not be used upon any suspicion of information disclosure.
- 5.6. Cardholder is encouraged to register for BSMS service (Banking SMS) to control card-based transactions promptly and immediately inform the Bank via BIDV's Contact Center upon identifying any transactions made by any other persons. BIDV shall be exempt from liability for any delay in Customer's sending or receiving SMS, for the integrity or authenticity of SMS sent to Customer due to Customer's faults; or inaccurate information provided by Customer; or SMS receipt or delivery made by any third parties and the third parties have made their best efforts to connect to the telephone number registered by Customer.

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<sup>[1]</sup> The additional delivery fee shall be paid directly to the delivery provider following its regulations from time to time, which is also notified in advance by BIDV to Customer.

- 5.7. Online card-based transaction service (E-commerce) and international online card authentication service (3D Secure) shall be automatically registered to international debit card upon card issuance in order to enhance customer experience and security (except when Cardholder chooses not to register for this service). 3D Secure service will be activated within 02 business days from the card activation date or successful update of the phone number (after the card has been issued) on BIDV's card management system.
  - 5.8. Cardholder is entitled to interest on the balance in their card linked account following the interest rate applied to demand deposits posted publicly at BIDV's transaction counters.
  - 5.9. Cardholder is entitled to BIDV's customer care, incentives, promotions and risk warnings.
  - 5.10. Cardholder is entitled to value added services according to terms and conditions of service providers and BIDV.
  - 5.11. Cardholders should comply with the law. Debit cards issued by BIDV should not be used directly or indirectly in any act or for any purpose that is contrary to the laws of Vietnam, including purchase of goods and services in foreign countries.
  - 5.12. BIDV shall debit transaction amount and related fees from card-linked account without being affected by the delivery and quality of goods and services accepted for card payment. If the card-linked account balance is not sufficient to cover transaction amount and related fees, BIDV shall automatically debit such amounts and fees from other account(s) of Cardholder opened at BIDV.
  - 5.13. BIDV may accept and/or refuse the Transaction in accordance with the law, card association, acquiring bank and BIDV; BIDV has the right to limit and refuse card-based transactions pursuant to its risk policy from time to time without prior notice.
  - 5.14. Any transaction executed and recorded on BIDV system is considered valid and binding to Customer after BIDV checks the authenticity of the transaction order by verifying Customer's correct electronic signature or other identification factors, which will serve as evidence for the transaction made by Customer with BIDV and have legal validity. Where necessary, BIDV may request the Cardholder to provide information and documents related to card transactions performed by Cardholder in order to verify the legality of such transactions as well as evidence verifying that transaction is not made by Cardholder.
  - 5.15. During the use of card, Cardholder may ask BIDV to handle his/her requests for card services through BIDV Contact Center and other e-channels such as BIDV Online, BIDV SMS, BIDV Smartbanking in accordance with the agreements between BIDV and Cardholder. The Cardholder is responsible for risks (if any) arising from his/her requests for card services. BIDV has the right to (i) make a recording of telephone discussion/transaction between BIDV and Cardholder as a document for card service requests from Cardholder; concurrently as the evidence for dispute settlement between the parties (if any); (ii) request the Cardholder to provide proof of performance/non-performance of Transaction.
  - 5.16. When the (International Debit) Card is about to expire, BIDV shall send a notice to Cardholder on card renewal by mail, phone, or any other manners deemed appropriate by BIDV. No response given from Cardholder within thirty (30) days before the expiry date of the Card shall be deemed as Cardholder's agreement on card renewal. BIDV will send the renewed card to Cardholder before the expiry date of the current card.
- 6. Card lock, card termination**
- 6.1. Cardholder may request BIDV to lock or terminate their Card.
  - 6.2. Cardholder shall request BIDV to lock their Card when it is stolen, lost, seized (by ATM or other organization/individual) or suspected of illegal use.

- 6.3. BIDV reserves the right to lock the Card and/or revoke the Card and/or terminate the Card without notice in the following cases:
  - 6.3.1. When no transaction on purchase of goods, services or cash withdrawal incurs for 12 consecutive months;
  - 6.3.2. Upon detecting risks of card data leakage;
  - 6.3.3. Cardholder violates the Agreement/commits fraud, forgery acts or Card is suspected to involve in fraud, forgery or illegal transactions;
  - 6.3.4. Upon requests from relevant authorities or according to statutory regulations;
  - 6.3.5. When one of the card-linked accounts is blocked;
  - 6.3.6. When Customer dies;
- 6.4. BIDV shall lock the card within 60 minutes after receiving Cardholder's notice via BIDV's Contact Center (1900 9247 and 024 22200588) or directly at BIDV's branch that their card has been stolen, lost, card information is exposed or card is suspected to involve in fraud, forgery transactions.

## **7. Card maintenance and information security**

Cardholder is responsible for maintaining card, securing personal information, card information, committing to perform the following:

- 7.1. Sign on the signature box on the back of the card the same to the signature registered with BIDV right after receiving the card and use this signature when making transaction.
- 7.2. Keep confidential card number, card validity period, PIN number, card verification value (the last 3 digits printed on the signature box on the back of the card) and other data as instructed by BIDV; Neither disclose this information nor give the card to others for use, nor transfer the card.
- 7.3. Store card as if it is your cash, avoid the risk of card stolen or illegally used. Follow BIDV's instruction for use and security of card in the guideline attached to newly issued card and BIDV's notices during the use of Card.
- 7.4. Keep confidential the information on Cardholder, Card, Card-linked Account, Transaction.
- 7.5. Return card at BIDV's branch which receives Customer's complaints in case Cardholder insists not to perform the transaction while still holding the card.
- 7.6. Do not write down PIN and store it with/near your card.

## **8. Debit, credit to card account**

- 8.1. Debit: BIDV may debit to Card Account the following items:
  - 8.1.1. All transactions arising from the use of Card or Card information.
  - 8.1.2. Fees such as Card issuance fee; Annual fee; Transaction fee; Management fee; Currency conversion assessment fee; Cross border assessment fee, ATM/POS cash advance fee and other fees as stipulated in BIDV's fee schedules.
  - 8.1.3. Cardholder is responsible for card transactions which are successfully performed and debited to the Card account including transactions that are not licensed through BIDV system such as online card transactions, card transactions with/without PIN, card-less transactions and other transactions which are not subject to transaction limit, transaction amount and number of transactions prescribed by BIDV from time to time.
- 8.2. BIDV has the right to Debit/Credit on Customer's card account in the following cases:
  - 8.2.1. To request Cardholder to refund the amount involved in the performance of the Terms and Conditions for issuance and use of card.
  - 8.2.2. For any reason to correct any system errors/failures without prior notice to Cardholder.
  - 8.2.3. To handle transactions sent automatically to the Card account from card association's system, regardless of Cardholder's consent related to that transaction.

- 8.3. BIDV reserves the right to delay Debit/Credit to the Card Account when there are signs of fraud, breach of law relating to the current account or suspicion of wrong/invalid credit transaction, etc. following BIDV's judgment in order to ensure the safety of Card Account.

## **9. Card cancellation**

BIDV shall automatically cancel the card and collect related fees if the Cardholder does not come to receive the card at BIDV's branch or BIDV cannot contact Cardholder for card delivery after 90 days since the card issuance date.

## **10. Disclaimer of liability**

BIDV shall be exempt from liability in the following cases:

- 10.1. Damages incurred due to Cardholder's faults or Cardholder's breach of terms and conditions of this Agreement
- 10.2. Malfunctions or failures of machines or data processing systems provided by any third parties for reasons beyond BIDV's control.
- 10.3. Due to force majeure events.

## **11. Notices**

- BIDV shall announce information related to the issuance and use of card, such as: guidances, notifications and instructions for safe use of card via BIDV's website at <http://bidv.com.vn> and/or email, social network, ATM screen, public posts at BIDV transaction offices and/or other channels.
- Cardholder undertakes that the residence stated in the Agreement is the current legal residence of the Cardholder. This is the address to which BIDV shall send all materials, transaction documents related to the Terms and Conditions for issuance and use of card and competent state authorities shall send invitations, notices, processes, public posts to request Cardholder to perform his/her obligations to BIDV. Cardholder must notify BIDV in case of any changes in permanent address, temporary address, contact address or new residence. BIDV will not be responsible for any damages resulting from the Cardholder's failure to send notice of such change.
- Cardholder must notify BIDV in case of any changes in email address, mobile phone number, home phone number. BIDV will not be responsible for any damages resulting from the Cardholder's failure to send notice of such change.
- All materials, transaction documents are considered received by Cardholder:
  - a. Within 03 (three) days from the date of sending (by postmark), if sent by mail; or
  - b. On the date of sending if sent by fax; or
  - c. On the date of sending if sent via automated SMS/email, direct phone; or
  - d. On the date of public announcement on BIDV's official website and/or any other websites of BIDV; or
  - e. On the date of public announcement in other manners.
- Cardholder is responsible for keeping confidential card-related information sent by BIDV to Cardholder via SMS, telephone, telegraph, telegram, fax, email, postal or by hand. Card holder is responsible for all damages caused to BIDV and/or third parties (if any) in case the information is exposed by Cardholder.

## **III. TERMS AND CONDITIONS OF USING E-BANKING SERVICE**

### **1. Interpretation of terms**

- 1.1. “BIDV e-Banking service” means electronic banking service offered by BIDV to Customers, including services such as: BIDV Online, BIDV SmartBanking, BSMS, BIDV Bankplus, Bill Payment, Vntopup, BIDV Samsung Pay, BIDV Pay+, etc.
- 1.2. “BIDV Online” means a BIDV's e-banking service provided to Customers via BIDV's website at <http://bidv.com.vn>, or via the application installed on mobile phones, tablets, kiosks to perform banking transactions provided by BIDV. Banking services provided to Customers via BIDV Online include: Information inquiry of current accounts, term deposit accounts, loans, fund transfer services, term deposits, bill payments. *For more information on services provided by BIDV, please visit <http://bidv.com.vn>.*
- 1.3. “BIDV SmartBanking” means a BIDV's e-banking service provided to Customers via the application installed on mobile devices such as mobile phones, tablets, kiosks to perform banking transactions provided by BIDV. Banking services provided to Customers via BIDV SmartBanking include: Information inquiry of current accounts, opening term deposit accounts, loans, money transfer services, bill payment, QR code payment. *For more information on services provided by BIDV, please visit <http://bidv.com.vn>.*
- 1.4. “BIDV Bankplus” (Mobile Bankplus or Bankplus) means a joint e-banking service between BIDV and Viettel, enabling Customers with current accounts at BIDV to use such services as information inquiry of current account, term deposit/withdrawal/inquiry, payment/transfer money on mobile phone of Viettel subscribers.
- 1.5. “Bill payment service” means a service of BIDV that allows Customers to pay bills by connecting the system of service providers with BIDV's payment system. Customers can make payments for prepaid services such as electricity, water, telephone and similar bills through the Bank. *For more information on services provided by BIDV, please visit <http://bidv.com.vn>.*
- 1.6. “Banking SMS (BSMS)” means a service which sends/receives SMS via BIDV's SMS Hotline, allowing Customers with BIDV account to actively inquire about the information relating to their accounts and/or receive automated messages from BIDV to Customers. *For more information on services provided by BIDV, please visit <http://bidv.com.vn>.*
- 1.7. “VnTopup” means a service which allows Customers to top up mobile phone account by sending SMS to the Bank's SMS Hotline following the format specified by the Bank.
- 1.8. “BIDV SamsungPay” means BIDV's cardholder support service using Samsung Pay application to create Token and make payment transaction by Token instead of card information at Merchant's payment terminal.
- 1.9. “Samsung Pay” means a payment application installed on your Samsung device/mobile phone (the device/phone type is specified by Samsung from time to time).
- 1.10. “Token” means the information that includes a serial number assigned to the card information to use in a payment transaction.
- 1.11. “MST (Magnetic Secure Transmission)” means Samsung's technology which allows safe magnetic transmission of payment card data from a non-card device to a reader using the electromagnetic field, the reader will recognize this as a normal magnetic card transaction.
- 1.12. “NFC (Near Field Communication)” means a short-range wireless connectivity technology that enables smart mobile devices to transmit billing account information to the end point at sale terminal.
- 1.13. “Samsung Account” means the account registered to use Samsung services such as: Application Store, including Samsung Pay, Samsung security measures and other features and services in accordance with Samsung's regulations. New registration and management of Samsung Account must comply with Samsung's policies.

- 1.14. “Samsung Pay PIN, biometric data (Fingerprint, iris)” means authentication factor developed by Samsung, used to authenticate customers when making transactions via Samsung Pay.
- 1.15. “BIDV Pay+ Application” means a software installed on mobile devices such as mobile phones, tablets, etc. and communicating via GPRS/3G/4G/Wifi, allowing BIDV cardholders to perform services, features and functions provided on the application, including: QR code payment, QR code cash withdrawal and other services, features and functions from time to time. *For more information on services, features and functions provided by BIDV from time to time, please visit <http://bidv.com.vn>.*
- 1.16. “Merchant” means any organization or individual that accepts payment for goods and services by mobile devices under payment agreements signed with service providers.
- 1.17. “QR Code” means a type of matrix code (or two-dimensional bar code) that can be read by a barcode reader or barcode scanner installed on a smart mobile device. QR Code contains information on Merchants and invoices.
- 1.18. “QR Code payment service” means a service provided by BIDV on BIDV Pay+/BIDV SmartBanking apps, allowing BIDV cardholders/account holders to make direct payments on the application, or at Merchants.
- 1.19. “ATM that enables QR Code transactions” means an ATM with a QR code screen that allows customers to use their mobile devices to scan the QR code for transactions. “QR Code cash withdrawal service” (Card-free cash withdrawal on ATMs using a mobile device with a QR code) means a service provided by BIDV on BIDV Pay+ Application that allows BIDV cardholders to make direct cash withdrawals on the Application and make cash withdrawals at ATMs following BIDV's regulations from time to time.
- 1.20. “Online foreign currency selling” means a service to transfer money from foreign currency account to VND account of the same account holder at BIDV at the rate announced by the Bank. Accordingly, Customers can sell the foreign currency available on their current account following spot FX (the effective date is the same as the transaction date) to the Bank and receive VND to the account opened at BIDV at the Bank's exchange rate; transaction currency is the foreign currencies on Customer's current account which is posted by the Bank for transfer (except for CNY); transaction time is from 8:30am to 4:30pm business days. Confirmation of successful transactions on Internet Banking and transaction notification automatically sent to Customer's mailbox on Internet Banking shall act as foreign exchange agreement between BIDV and Customer.
- 1.21. “Order hours” means the period when BIDV's payment system is available to accept transactions originated from BIDV e-Banking.
- 1.22. “Valid hours” for Online Term Deposit and Stop Check Payment service means the period that BIDV's system is available to accept and process transactions originated from BIDV Online.
- 1.23. “Hardware Token” is a means of providing second authentication factor through electronic device provided by BIDV to Customer.
- 1.24. “SMS Token” or “SMS OTP” is a means of providing second authentication factor via SMS which contains the second authentication code provided by BIDV to Customer.
- 1.25. “Second authentication factor” means customer authentication code generated automatically from BIDV's security system and notified to Customer via mobile phone SMS (called SMS Token) or via the software installed on mobile phone or security device (called Hardware Token) to authenticate the Customer before performing a transaction.
- 1.26. “Phone number for receipt OTP” is the phone number Customer registers with BIDV in order to receive the second authentication factor (SMS Token) from BIDV.

- 1.27. “Registered Phone Number/Username” means Customer's mobile phone number used for registration of such services as BIDV Bankplus, BSMS, VnTopup, BIDV Pay +, Interactive voice response (IVR). By using registered phone number, Customers can make transactions via SMS, receive SMS or use as Username to access services provided by the Bank.
- 1.28. “Payment order, e-transfer order” means performance of payment orders in the form of e-documents. Accordingly, Customers use e-banking services provided by BIDV to make electronic payment orders in accordance with the Bank's instructions to order the Bank to debit their account for payment to the beneficiary. The Bank is deemed to have received a payment order or instruction from Customer when the Customer has logged into BIDV's e-banking system using Username and password in accordance with the instructions of the Bank. The Bank verifies the transaction by validating the provided information, including: Username, password and other identification factors.
- 1.29. “Default password” means the password registered with BIDV by the customer when signing up for BIDV Online.
- 1.30. “Temporary password” means the password used for the 1st login after Customer has registered for service use on BIDV Pay+ application at the Bank's counter, ATM or BIDV Contact Center.
- 1.31. “Invoice code” is the notation quoted on the invoice, payment documents, terms and conditions that the Service Provider provides the Customer.
- 1.32. “Service Provider” means the enterprises that provide services to Customer.
- 1.33. “PIN” is the personal identification number set and/or used by Customer when logging into BIDV's e-banking system.
- 1.34. “Account” means a time or demand deposit account in Vietnam Dong or foreign currency, and/or borrowing account of Customer at BIDV.
- 1.35. “User” means a string that BIDV provides to Customer or registered by Customer, used to log into BIDV's e-banking system.

## **2. Transaction limit**

means the maximum amount or maximum number of transactions a Customer can make with respect to financial transactions on BIDV e-Banking. Transaction limits include: Limit of transaction amount/transaction, limit on transaction amount/day and limit on number of transaction/day, of which:

- Limit of transaction amount/transaction: means the maximum amount Customer can make in a single transaction.
- Limit on transaction amount/day: means the maximum amount a Customer can make in a day.
- Limit on number of transaction/day: means the maximum number of transactions Customer can make in a day.
- Total transaction limit/limit which does not require OTP: means the total amount/transaction amount in one day/one transaction of Customer which does not require OTP. When the transaction amount exceeds this limit, OTP is required to be provided when performing the transaction.
- Payment transaction limit for BIDV Samsung Pay shall follow the payment transaction limit applied to BIDV domestic debit cards.
- The transaction limit is announced at BIDV branches and transaction offices and on BIDV website at <http://bidv.com.vn> from time to time.

- BIDV has the right to update transaction limits from time to time. In case of any changes in transaction limits, BIDV will publicly announce on the website <http://bidv.com.vn> or through other suitable means of communication as soon as possible.

### **3. Username, password and security device (Token and SMS OTP), installed device**

- 3.1. Customers must ensure the safety and security of username, password, second authentication factor (token or telephone having the registered phone number to receive OTP SMS); Samsung Pay installed device (including ensuring that the device is not modified against the manufacturer's software and hardware policies), username (login email) and password for Samsung Account, Samsung Pay PIN and other authentication factors developed by Samsung (for BIDV Samsung Pay service)
- 3.2. Initial or reissued username, password can be delivered directly to customers at BIDV branches or transaction offices or sent via Contact Center, sent via email address, telephone number registered with the Bank.
- 3.3. Password should be remembered and not to be written down or shared with anyone else. It is recommended to not allow web browsers to save username and password. Customer should log out of the e-banking system when not using it and only use public computers, public wireless network to access e-banking system when necessary with strict caution.
- 3.4. When discovering or suspecting that their online banking accounts or passwords are compromised, the customer must inform BIDV by contacting BIDV Contact Center immediately. Calls will be recorded and stored to manage future problems (if any).
- 3.5. Customer shall be responsible for keeping and using their username, password and token from the time they are provided by BIDV in the manners provided for under these terms and conditions.
- 3.6. In case the Token is lost, missing or damaged, or its information is exposed, please contact BIDV to block the Token and initiate necessary procedures for a new Token.
- 3.7. Customer needs to comply with BIDV's security instructions (to be amended from time to time) when using e-Banking service. Such instructions are post on BIDV's website at <http://bidv.com.vn>.
- 3.8. Customer shall sign and send the Security Device Receipt/Acceptance form to BIDV after receiving an envelope that contains information to activate the Financial service package.
- 3.9. Password reset, change in authentication mode, change in service package or termination of service use shall be done at Customer's request, according to BIDV regulations and only valid upon BIDV's confirmation.
- 3.10. The Customer shall be legally responsible for the ownership of the phone numbers registered for e-banking service and OTP receipt. By using BIDV's e-Banking service, Customer agrees that:
  - 3.10.1. Password will be changed immediately after starting using services and periodically changed later on. For some e-banking services, 45 days after username and password are issued, if Customer fails to log in for the first time successfully, their Username will be automatically locked.
  - 3.10.2. The customer shall come to BIDV's branch to reactivate the service in case of unsuccessful log in within 45 days from the date their Username and Password are received.
- 3.11. Information such as date of birth, identity card number, plate number, the same natural numbers, consecutive natural numbers, etc. should not be used to set a password.

### **4. Service registration, cancellation and temporary lock**

- 4.1. To use the service, customers need to register at the counters of branches or transaction offices of BIDV or through the online/remote registration channels provided by BIDV such as: BIDV's website at <http://bidv.com.vn>, BIDV's ATMs, Internet Banking, Mobile Banking, BIDV Pay+, BIDV's Contact Center Hotline 19009247, ... Customers who register online also have full obligations and rights as usual customers registered at the counter. When the Customer registers for services remotely, BIDV will use the information provided by the Customer for verification purpose. Customer shall be responsible for notifying the Bank of any changes for security purpose when using banking services at BIDV.
- 4.2. For service cancellation, customers can make requests at BIDV's branches, transaction offices or via online/remote channels that BIDV provide from time to time. The cancellation of Samsung Pay service for a domestic debit card of BIDV only intercepts a new Token-generating transaction without any effects on Tokens that have been created (Token cancellation must be done separately).
- 4.3. In case of lost or damaged mobile device; potential risks or damages caused by the exposure of username and password, Customers should request BIDV to temporarily lock the service to ensure information security and avoid risks which may incur to Customers.
- 5. Token registration and management of BIDV Samsung Pay**
  - 5.1. Register a Token for the card (which has been registered for service use as provided in Section 4 of this Terms and Conditions and in active state) shall be made on Samsung Pay by Customer.
  - 5.2. Customer should make a request at BIDV branches or transaction offices or through other channels (BIDV's Contact Center) in case of Token activation, Token cancellation and Token-status conversion made by the Customer on Samsung Pay according to BIDV regulations from time to time Customers may be required to take further steps to authenticate before the Token is activated (i.e, Customer's valid card is added to Samsung Pay application and is ready for transaction).
- 6. Samsung Pay transactions**
  - Samsung Pay transactions are available on MST and/or NFC payment terminals.
  - Samsung Pay transactions by domestic debit card at Merchants should use PIN as in domestic debit card transactions.
  - Given its own operation mode, customers may be required to present eligible device (mobile phone) at Merchant when making a refund of the product purchased with the eligible device via Samsung Pay.
- 7. BIDV Pay+ transactions**
  - 7.1. BIDV Pay+ transactions can be performed at Merchants (of BIDV and its partners announced by BIDV from time to time) and BIDV ATMs which also support QR code transactions.
  - 7.2. Transactions with Merchants:
    - When Customer makes a payment confirmation on the App or follow other instructions at Merchants, the payment information Customer has registered in the App will be used to process Customer's Transaction.
    - Each transaction is subject to specific terms and conditions of Merchants and is a direct link between the Customer and the related Merchant.
    - Customers must check the accuracy of purchase transaction and details of the product/service with Merchant.
- 8. E-banking transactions processing**

- 8.1. Online transactions are processed on the basis of sufficient and precise information in accordance with the Bank's regulations.
- 8.2. Transactions are processed only on the effective date of the Customer's transfer request. In case of future request, BIDV is allowed to process the transaction at any time on the effective date.
- 8.3. Transactions shall not be successfully processed in the following cases:
  - 8.3.1. Insufficient balance.
  - 8.3.2. Transaction amount exceeding pre-set limits.
  - 8.3.3. Insufficient information/documents, or the information/documents provided do not fulfill specific conditions of the transaction type.
  - 8.3.4. Restricted or banned transactions for any reason in accordance with the law.
  - 8.3.5. System failure or malfunction due to objective reasons beyond BIDV's control.
  - 8.3.6. System upgrade/troubleshoot that has been informed to Customer.
- 8.4. Cut-off time for each transaction is different from one another. Transaction orders that are sent after cut-off time may be refused or suspended to be processed on the next business day, depending on BIDV's regulations. Customers are allowed to update and manage transaction status through e-Banking service.
- 8.5. The Bank only purchases Customer's foreign currency online when the customer selects the accurate transaction manner of TODAY, i.e. the effective date (transfer date) is the same as the transaction date (default on the program). In case the Customer initiates a transaction order with the effective date in the future, BIDV is allowed to cancel the transaction on the transaction date. All costs/expenses (if any) associated with such transactions are paid by Customer.
- 8.6. Account holder agrees that any accesses to and transactions made on BIDV's e-banking system using correct username, password and Token according to BIDV's regulations is valid and the account holder is entirely responsible for these transactions. BIDV is allowed to process transactions without additional confirmation or announcement from Customers.
- 9. Service fees**
  - 9.1. Charges and fees set by BIDV are in accordance with the law and may be changed from time to time, publicly available on the website <http://bidv.com.vn>, BIDV transaction counters or notified to Customers through other means (such as email, SMS, ...).
  - 9.2. Service Fees include transaction fees, periodic fees (monthly/ quarterly/ yearly) and other fees (if any).
  - 9.3. Service Fees are collected by Debiting Customer's accounts at BIDV periodically or on per-transaction basis, depending on the types of fees and transactions. Prior to performing the transaction, Customer needs to ensure their account balance is sufficient to cover the transaction amount and related fees. Any periodic fees shall be collected from the account registered for fee collection. At the time of periodic fee collection, if this account balance is not sufficient to cover the fees, BIDV has the right to debit other accounts of Customer at BIDV or request Customer to pay BIDV in other manners. Customer commits to pay all related service fees to BIDV within the requested timeframe.
- 10. Non-revocable transaction**

- 10.1. Customer cannot revoke, change, deny or dispute any e-banking transaction that was successfully conducted by using their username, password and second authentication factor (Token, SMS Token, etc).
- 10.2. For transaction requests with the effective date in the future, the Customer shall only cancel them before the effective date. The tracked, validated, processed and stored information by the e-banking system for business service is considered transaction confirmation.
- 10.3. E-banking transactions that are appropriately sent to and accepted by BIDV possess the legality of a contract between the Customer and BIDV.

## **11. Disclaimer of liability**

- 11.1. BIDV is exempt from liability in the following cases:
  - BIDV has sent reconciliation and adjustment of information of interbank money transfer order (domestic money transfer and 24/7 quick domestic money transfer) at the request of Customers to other banks within the specified period but the transaction is refused by another bank/not transferable to the beneficiary without BIDV's faults; In case BIDV clearly notifies Customer the unfinished transaction status, Customer needs to contact the Bank before proceeding with the transaction, or
  - If the Customer discloses their password, verification code, verification code-containing device, and other identifiers to other persons authorized or unauthorized by the Customer; or
  - Delays in sending/receiving message, integrity and authenticity of the message sent to the Customer due to reasons caused by Customer; or
  - Inaccurate information provided by the Customer; or
  - The receipt and sending of messages made by a third party and the third party successfully attempting to make the connection to the phone number registered by the Customer; or
  - Interruptions, delays, unavailability for use; or
  - Incidents occurring during the provision of e-banking service due to causes out of BIDV's reasonable control, including the following: unavoidable interruptions of telecommunications service provider, money transfer service provider, bill payment service provider or of any related third parties; power failure, technical breakdown, network, transmission line congestion; natural disasters, sabotage, strikes, requirements or directives of the Government and other government agencies or authorities; or issues related to the quality and supply of goods and services of the supplier to the Customer.
- 11.2. BIDV is hold harmless for any direct or indirect damages incurred to Customer arising out of or in connection with:
  - 11.2.1. Service is used by a third person under the customer's authorization; or
  - 11.2.2. The SMS is made by a third party who, by any means, connect their devices to the Customer's registered phone number; or
  - 11.2.3. The transaction information/SMS information is not accurate and is not final for information Customer receives via e-banking channel when the transaction has not been completed; or
  - 11.2.4. Upon BIDV' notification to Customer about the incomplete status of the transaction, Customer should contact the Bank to determine the final status before executing the next transaction.
  - 11.2.5. Malfunctions of hardware, software of Customers when using BIDV services such as the manufacturer does not continue to support the browser/operating system used, or due to errors in Customer's computers/phones, etc.
  - 11.2.6. Customers do not timely request BIDV to lock the service and/or services they are linked to (eg e-wallet service, payment services provided by payment service providers) when the

mobile device is lost or damaged; potential risks or damages caused because username and password is no longer confidential.

11.3. Other cases where BIDV is exempt from liability for BIDV Samsung Pay service:

In addition to the cases mentioned in items 11.1 and 11.2, BIDV shall be exempt from liability as follows:

11.3.1. BIDV has no control over security, technology related to Samsung device: When Customer logs in to Samsung Pay and performs identity authentication using Samsung device technology with authentication factors developed by Samsung (login code, password, fingerprint, etc.), this information will be authenticated and collated using the technology. Consequently, Customer acknowledges that BIDV does not have any control over the technology, as well as its availability, usability, features, authentication methods, security and integrity on the Samsung device and BIDV will not be responsible for any transactions made using Samsung Pay and authenticated using the authentication factors developed by Samsung.

11.3.2. BIDV does not control the quality of services related to the Samsung Pay application: Samsung Pay is provided by Samsung and/or its affiliates and will not have any warranty from BIDV. Customer acknowledges and agrees that from time to time, the use of Customer's card relating to Samsung Pay may be delayed, interrupted, or terminated indefinitely, for reasons out of BIDV's control. BIDV will not be liable for any claims arising out of or relating to the use of Customer's card via Samsung Pay due to such delays, interruptions, terminations or similar errors. Customer acknowledges that BIDV is not a party in the Terms and Conditions on Samsung Pay between Samsung and Customer. BIDV does not own and is not responsible for the Samsung Pay application. BIDV does not provide any warranty for the Samsung Pay application. BIDV is not responsible for maintaining or performing any support services for Samsung Pay and BIDV shall not be liable for any claims, damages, liabilities, costs or losses relating to Samsung Pay application, including but not limited to any third party product liability claims, claims that Samsung Pay does not comply with applicable law, or claims arising out of Samsung's guarantee of service quality.

**12. Acceptance to the collection and sharing of information for BIDV Samsung Pay service**

Customer agrees that (i) Samsung is a Samsung Pay technology provider to support Samsung Pay Applications cards as well as Samsung subcontractors, agents and affiliates, (ii) The corresponding connector named on the Customer's Card (NAPAS) as well as their subcontractors, agents and affiliates shall have access to certain information of the Customer's transactions through the use of the customer's card through Samsung Pay. Customer acknowledges that the use and disclosure of personal information provided directly to Samsung, or the corresponding connecting organization named on the Customer's Card, or any third parties who provide support to Samsung Pay will be governed by the privacy policies of those parties.

**13. Change about using Samsung Pay**

Subject to applicable laws, BIDV may, at any time, (i) terminate the use of the customer's card related to Samsung Pay, (ii) adjust or suspend card transactions or transaction values related to Samsung Pay, (iii) change the compatibility for the card connection with the Samsung Pay application, (iv) change the card authentication process.

**14. Effective date for transaction processing**

Effective time for BIDV e-Banking to process financial transactions are as follows:

- 14.1. For transfer transaction to a beneficiary who holds an account at BIDV and bill payment transactions: Transaction will be processed right after the system receives transaction information.
- 14.2. For transfers to beneficiaries whose accounts are not with BIDV under domestic money transfer function: Transactions will be transferred through BIDV's payment system to accounts at other banks as soon as possible, not including non-business days upon the occurrence of the transactions. Transactions conducted after the cut-off time on a business day will be saved for processing on the next business day. Transactions conducted on non-business days will be rejected.
- 14.3. For transfers to beneficiaries whose accounts are not with BIDV under 24/7 quick domestic money transfer function: Once the transaction is completed, the beneficiary's account at another bank will be credited online, even on holidays. For money transfer transaction which is not credited, BIDV will identify the cause and process as soon as possible, depending on partnering bank and the general policies related to this money transfer product of BIDV's partners.
- 14.4. For Online Term Deposit: Transactions conducted after the cut-off time will be rejected. Effective time of deposit transactions is from 8:00am to 9:00pm daily. Any changes will be announced by BIDV at <http://bidv.com.vn> from time to time.
- 14.5. For foreign currency exchange transactions of personal customers: Effective date of the transaction must be on the transaction date. Effective time to conduct a transaction with rates listed on the website <http://bidv.com.vn> is from 8:30am to 4:30pm on business days. Transactions conducted after the cut-off time will be rejected.
- 15. Use of e-banking services**
  - 15.1. Use/change services at BIDV according to the agreements with BIDV. The Customer shall be responsible for ensuring the transaction is conducted precisely and thoroughly within the limits set by the Bank (if any), in accordance with BIDV's regulations from time to time.
  - 15.2. Customers use the Services according to the guidelines specified by the Bank or posted on its website: <http://bidv.com.vn> or published at the Bank's head-office. In case of any change in the service guidelines, the Bank will post on its website <http://bidv.com.vn>.
  - 15.3. Customer may register weekly, monthly, yearly payment orders and future transfer orders on BIDV's system. Customer may change/cancel periodic payment orders, provided such request must be given before the effective date of these orders.
  - 15.4. Customer shall be responsible for ensuring the confidentiality of information, messages and emails provided by BIDV. In case the information, messages or emails are compromised or exploited by an unauthorized third party due to their fault, the customer agrees that BIDV is exempted from responsibility. The payment/ transfer orders are lawful and legitimate only when: (i) The customer follows BIDV's instructions; (ii) The information provided is sufficient in accordance with the Bank's regulations and policies on accounting documents; (iii) There is sufficient balance in the customer's account; (iv) The order is within the limits registered by the customer or approved by BIDV; (v) The order is authorized by the Customer's electronic signature; (vi) other conditions (if any) in accordance with BIDV's regulations, etc.
  - 15.5. The customer agrees to receive messages/ emails from BIDV for:
    - Notify any account balance changes in case customers register to use the service.

- Information regarding Username and Password for the service, as well as other information for transaction purpose.
  - Notify any new products, services, promotions.
- 15.6. The Customer shall regularly check account balances, transaction history and account statements, and inform BIDV immediately if there is any incorrect information. The Customer shall be responsible for every financial transaction that was successfully conducted using their Username, Password and second authentication factor.
- 15.7. The Customer shall apply every reasonable means to ensure security and compatibility for their devices, system software, system applications, etc. when connecting and logging in to the service in order to manage, prevent and stop unauthorized use/access.
- 15.8. The Customer shall be responsible for keeping their Username, Password, mobile phone (to receive OTP SMS) and Token device secured (BIDV recommends customers not to allow web browsers to remember Username and password). Notify BIDV immediately if any such information is disclosed or suspected of being disclosed or customer's registered phone number is changed or lost. Customers take full responsibility for all transactions made on BIDV e-banking before BIDV locks customer's services upon customer's notification to BIDV. Be responsible for phone charges, Internet access fees and other fees charged by third parties for the service used.
- 15.9. The Customer shall check and confirm information provided by third parties (service providers) that are displayed on BIDV's e-Banking interface before initiating the transaction. The Customer has read, understood, complied with and obliged to policies related to BIDV's e-Banking service before using
- 15.10. Fully equip and regularly maintain to ensure the quality of machines, terminals, software system, application software, etc. at their own expenses for safe connection of and access of the e-banking services of BIDV.
- 15.11. Collaborate with BIDV and other related parties to find out the cause of errors claimed by customers during the service use, cooperate to implement all the necessary requirements to control and prevent fraudulent transaction, loss, or theft associated with the service installer, card associated with the service.
- 15.12. The Customer affirms that they are the sole owner of the registered phone number and bears every responsibility resulting from incorrect information about ownership of their phone number. In cases Customer's phone number is transferred without notifying the same to BIDV and BIDV identifies that the phone number is no longer owned by Customer, BIDV has the right to terminate e-banking services that customers have registered, using this number for authentication or transaction.
- 15.13. BIDV has the right to refuse to conduct a transaction if the transaction is considered, at the time of processing, illegal, or inadequately feasible, such as remaining balance of account is lower than minimal balance under BIDV's regulations, total transaction amount in a day (including completed or ongoing transactions) exceeds transaction limit, payment account is blocked, beneficiary account is closed, under requirement of relevant authorities, or due to causes out of BIDV's reasonable control.
- 15.14. When the Customer successfully transfers an amount to a beneficiary outside of BIDV, if the receiving Bank requests to correct transaction information (in case incorrect information is provided), BIDV has the right to act on the Customer's behalf to reclaim the payment in order to refund the money to their account.

- 15.15. BIDV shall inform the Customer when the transfer to beneficiary bank is not completed and refund the amount to their current account.
- 15.16. Customers shall check the validity and accuracy of information of third parties (Merchants, service providers) when making transactions.
- 15.17. For bill payment transactions related to payment and provision of goods and services between the providers, Merchants and Customer, BIDV shall be responsible for paying bills as per their request and assisting the customer in comparing, verifying, and settling related issues; while the quality and supply of goods and services is the responsibility of the providers. The cooperation between Merchants and BIDV or BIDV's partner banks is not an acceptance, endorsement or guarantee by BIDV of the Merchants or products or services provided by such Merchants.
- 15.18. For online term deposit of BIDV Bankplus service: Customers may make term deposit with an unlimited number of books, however, the maximum number of books which can be queried is 25 books and Customer can make full withdrawal of term deposits books that can be queried. The remaining books can be queried/fully withdraw at other BIDV e-Banking channels or BIDV branches/transaction offices.
- 15.19. For online loan repayment: In case the credit agreement stipulates that the Borrower must pay prepayment fee/penalty interest/interest received under the preferential credit package, the Borrower shall directly pay the loan at loan management branch of BIDV or the Borrower irrevocably agrees to authorize BIDV to debit the Borrower's deposit account at BIDV to collect the prepayment fee/penalty interest/interest received under the preferential credit package without any other procedure from the Borrower.
- 15.20. For customers who register for BSMS services, BIDV may not send SMS notifications to customers for low-value transactions. Prior to cancellation of sending SMS notification for low-value transactions, BIDV will notify customers on BIDV's website at <http://bidv.com.vn> or via Customer's registered phone number or email. The defined low-value limit may vary according to BIDV's notice to customers from time to time.
- 15.21. Transactions shall be made following instructions on safe transactions for BIDV e-Banking service.

#### **IV. TERMS AND CONDITIONS OF USING BIDV'S CONTACT CENTER SERVICE**

##### **1. Interpretation of terms**

- 1.1. "Contact Center" means BIDV's customer care center.
- 1.2. "BIDV's Contact Center service" is a full range of support services, inquiries, automatic information search, product registration ... that BIDV provides to Customer through different channels of the Contact Center from time to time.
- 1.3. "Interactive Voice Response Service - IVR" means a service provided by BIDV, enabling Customer to actively look up information related to their accounts/credit card or perform other services via Interactive Voice Response Service - IVR in accordance with BIDV's regulations from time to time.
- 1.4. "TPIN" is a password issued by BIDV, which is used to identify Customer when using Interactive Voice Response service.

##### **2. Support channels at the Contact Center**

Customer can get access to BIDV's Contact Center through the following channels:

- Phone channel: Customers can call the Hotline 19009247/1800969659/024.22200588 or other numbers which are publicly announced on BIDV's website from time to time.

- **Email channel:** Customers can send emails to the email address: [bidv247@bidv.com.vn](mailto:bidv247@bidv.com.vn).
- **Chat channel:** Customers can chat through the official website of BIDV at bidv.com.vn.
- **Social network channel:** Customers can interact on the official social network sites of BIDV including:

**Facebook:** <https://www.facebook.com/BIDVbankvietnam>

**LinkedIn:** <https://www.linkedin.com/company/bidv>

**YouTube:** <https://www.youtube.com/channel/UC42tGYv5Mbwuyz5u7v9-uBg>

- Other channels as announced by BIDV from time to time.

### 3. **Support scope of the Contact Center**

Customer can get access to BIDV Contact Center to:

- Request support, make inquiries about BIDV's products and services.
- Request information about status of products and services; Request reconciliation/complaints against transactions arising out of accounts, card products, e-banking and other operational requirements in accordance with BIDV's regulation from time to time.
- Automatically look up information about foreign exchange rates and deposit interest rates.
- Use Interactive Voice Response Service - IVR to look up information related to account/credit card and other services.
- Use other services in accordance with BIDV's regulation from time to time.

### 4. **Support time of the Contact Center**

- Phone channel: 24/7
- Other channels: in accordance with BIDV's regulation from time to time.

### 5. **Using services via the Contact Center**

- 5.1. By using "BIDV's Contact Center" service, Customers are deemed to have accepted all terms and conditions of BIDV on using services via the Contact Center.
- 5.2. In one way or another, BIDV may (but shall not be obligated), at its sole discretion, record or note any requests made by Customers via the Contact Center. Customer agrees that BIDV may make telephone calls from the Contact Center to Customer and BIDV may record the call. Customer agreed that these tapes and records will be used for the purposes that BIDV deems necessary, including but not limited to evaluating the quality of banking services or using them as evidences in proceedings relating to Customer or any other person and/or evidences of Customer's request to use/modify banking services via the Contact Center.
- 5.3. Customer agrees that BIDV can use appropriate methods or any other means to authenticate Customer when Customer get access to the Contact Center in accordance with BIDV in accordance with BIDV's regulation from time to time. BIDV reserves the right to refuse Customer's request if Customer fails to provide the required information.
- 5.4. Customer agrees that any requests made via the Contact Center after Customer successfully authenticates shall be deemed to be a valid request and shall have full legal validity, obligations and interests similar to the requests given at the counter.
- 5.5. Any requests made by Customer via the Contact Center after successful authentication will be considered as provided by Customer and binding to Customer and that Customer instructs us to act on that request. All actions on BIDV in compliance with these requests are final and binding on Customer (regardless of whether such requests actually may not have been provided or approved by you).
- 5.6. BIDV reserves the right, at its sole discretion, to require Customer to confirm in writing any requests made to the Bank via the Contact Center, signed by you, prior to the performance of such requests. Notwithstanding anything in this document, BIDV shall have the right (but not

- obligation) not to perform or act in accordance with any requests made by Customer, at its sole discretion, if the Bank finds these requests prohibited by law, unclear, contradictory, or appear to have been made by a non-authorized person and BIDV is not liable to Customer for the execution of that decision.
- 5.7. Customer agrees that BIDV will not be liable towards Customer if Customer is unable to make any requests via the Contact Center, which is due to any causes, in whole or in part, beyond the reasonable control of the Bank including any force majeure, government action, war, flood, fire, violence, ... or any other force majeure and in any cases. BIDV will not be liable to Customer for any indirect losses or consequences arising out of or in connection with the performance or non-performance of such requests.
- 5.8. Customer understands that BIDV shall not be liable for any loss or damage whatsoever if the Bank has acted in accordance with any requests made via the Contact Center unless such loss or damage is caused directly by the negligence of the Bank or the Bank's employees when acting within their authority.
- 5.9. Customer agrees that once Customer have made requests via the Contact Center, the requests will not be canceled.
- 5.10. Customer should immediately inform BIDV within 10 business days from the day Customer made the requests via the Contact Center if any inaccurate information/incident related to the Bank's operating system/error compared to Customer's requests is detected. After this time limit, if Customer does not inform BIDV, Customer will bear all responsibilities and potential consequences. Within a maximum of 20 business days from the day of receiving Customer's notice, BIDV shall be responsible for processing and notifying the result to Customer (as required on a case-by-case basis).
- 5.11. BIDV has the right to collect fees for the use of BIDV's Contact Center Service in accordance with BIDV's regulations from time to time and inform Customer when contacting Branch/Contact Center or publicly available on BIDV's website at [bidv.com.vn](http://bidv.com.vn).
- 5.12. BIDV reserves the right to add, remove or change the scope of the Contact Center Service and/or any of these Terms and Conditions, under which the Contact Center Service is provided from time to time that BIDV, at its sole discretion, determines to be appropriate. BIDV will notify Customer of such modification and Customer's continued use of the Contact Center Service after the date on which any change to the Terms and Conditions becomes effective (as advised by the Bank) will be considered as Customer's acceptance without any further confirmation, and such change shall be deemed to be an integral part of these Terms and Conditions. In case Customer does not accept any changes, Customer are entitled to cancel the Contact Center Service by sending a written notice to BIDV.
- 6. Registration, use, fees and confidentiality of information of Interactive Voice Response Service**
- 6.1 Customer can register for service at BIDV's transaction counters or via the Contact Center/Electronic registration means in accordance with BIDV's regulations from time to time.
- 6.2 Customer agrees that the IVR automated information on foreign exchange rates and deposit interest rates is for reference only and will not be binding to the Bank.
- 6.3 After registering for the service, Customer will receive 01 TPIN code. Customer can use their TPIN to look up the following information: Account balance, five most recent transactions of the current account, principal balance, interest rate, maturity date of term deposit, current loan balance, remaining spending limit, most recent statement of credit card... and other services

via the Interactive Voice Response Service in accordance with BIDV's regulations from time to time.

- 6.4 Customer may receive TPIN code by telephone and/or email address that Customer have registered and must change the TPIN during the first use of the service. In the course of using the service, Customer should periodically change TPIN. Customer must ensure the safety and security of TPIN to ensure that only Customer have the right to use the service and fully responsible for **the information and** transactions using TPIN since it is provided by the Bank.
- 6.5 Customer must immediately notify the Bank (via the BIDV's Contact Center) or the nearest transaction counter when TPIN is found lost, leaked or suspected of being abused. At the same time, Customer is responsible for damages, losses or risks (if any) before the Bank confirms receipt of Customer's notification.
- 6.6 The reissuance of TPIN code, change of information, locking/unlocking services is only made at Customer's request and according to the regulations of BIDV and only valid when confirmed by BIDV. Cancellation of the Interactive Voice Response Service is made when Customer informs the Bank in writing or over phone channel/means of electronic registration in accordance with BIDV's regulations from time to time.
- 6.7 Customer should immediately inform BIDV of any changes in their ID card/passport/mobile phone number/email address.
- 6.8 BIDV has the right to collect service fee for issuing TPIN in accordance with BIDV's regulations from time to time and the fee is publicly announced at the branch or on BIDV's website at bidv.com.vn.
- 6.9 BIDV reserves the right, at its sole discretion, to suspend or permanently terminate Customer's use of the services without prior notice by locking or terminating service operation if Customer violates the "Terms and Conditions for Registration and Use of the Interactive Voice Response Service" and/or there are signs that may pose a risk to the parties.

## **B. GENERAL TERMS AND CONDITIONS**

### **I. Customer information**

#### **1. Interpretation of terms**

"Customer Information" includes relevant information about Customer, card/account/balance, customer transaction, customer use of BIDV products and services, and the relationship between Customer and BIDV, which is collectively provided by Customer, or may be lawfully collected by BIDV from other sources (including information widely available), created or summarized along with other information that BIDV has obtained.

#### **2. Use and provision of Customer information:**

By opening and using BIDV accounts and services, Customer allows BIDV to collect, utilize and provide Customer Information following these General Terms and Conditions in accordance with the current law.

##### **2.1. Collecting Customer Information:**

- 2.1.1. Customer Information may be provided by Customers, or collected by BIDV from Customer's use of services on the transaction channels with the Bank, other customer's public and legal sources of information according to the provisions of law. Customer agrees to provide BIDV with truthful and accurate information for opening and using banking services as well as for complaint and dispute settlements at BIDV.

- 2.1.2. Customer is responsible for informing the Bank in case of any changes in information registered with the Bank (including Customer's full name, ID documents/business registration certificate, address, residential status, mobile phone number, email address ...) immediately upon any such changes. Customer shall be responsible for any violation of law regarding the use of banking service in case of failing to update this information.
- 2.1.3. Customer shall come to any BIDV's branches to inform any changes regarding their phone numbers and emails registered for BIDV e-Banking service, card, IVR service in accordance with BIDV's regulations (in case of any changes due to change in phone number/service cancellation or lost phone, or for any other reasons), and Customer shall be responsible for any potential risks resulting from failing to timely update information to the Bank.
- 2.1.4. Customer is committed to comply with FATCA regulations: If the account holder has opened account(s) at BIDV and at any time in the future the account holder becomes subject to US income tax (or one of the signs as prescribed by the US), the account holder agrees to fully comply with the FATCA regulations by updating changes in information within 30 days as prescribed for BIDV and submitting related documents (if any); Customer agrees that BIDV is entitled to perform any action that is deemed necessary and in accordance with relevant laws to comply with FATCA requirements.
- 2.1.5. In case Customer requests for periodic payments to another account in the US, or has an authorization letter to individuals in the US, they shall be responsible for filing the certificate of foreign status of beneficial owner for individual (form W-8BEN), or certificate of foreign status of beneficial owner for entities (form W-8BEN-E).
- 2.1.6. Customer agrees to provide documents in full as required by FATCA within 90 days from the date of requesting to open a deposit account (in case customers have not provided all of the required documents).
- 2.2. Use of Customer Information  
BIDV is committed not to selling, disclosing, leaking customer information. BIDV shall use relevant Customer Information for the following purposes:
  - 2.2.1. To provide services to Customers based on Customer information declared for service registration and/or customer information collected by the Bank from other publicly available information sources according to the provisions of law.
  - 2.2.2. To fulfill requirements for BIDV's internal operations: for credit and risk management, for planning and developing system or products, for insurance, for auditing and controlling, and for other purposes in accordance with laws.
  - 2.2.3. To enforce and protect BIDV's rights.
  - 2.2.4. To maintain the overall relationship between BIDV and Customer (including customer service, marketing or promotion of financial services and products relating to Customer and market research, including market research made by any third-party on behalf of BIDV).
- 2.3. Provision of Customer Information  
BIDV shall provide Customer information in the following cases:
  - 2.3.1. As requested by Customer and/or Customer's Guardian/Legal Representative.
  - 2.3.2. As requested in writing by any competent state authorities in accordance with the law.
  - 2.3.3. As requested by any third party agreed by or authorized by Customer.
  - 2.3.4. As requested in writing by Customer's Inheritor(s).

- 2.3.5. As requested in writing by any plaintiff in accordance with the Civil Procedure Code and Law on Administrative Procedure.
- 2.3.6. As requested in writing by any judgment creditor in accordance with the law on litigation and enforcement.
- 2.3.7. As requested by BIDV's independent auditor and the Agency of the Banking Inspection and Supervision of the State Bank of Vietnam.
- 2.3.8. As requested by FATCA.
- 2.3.9. At the request of the supplier for services related to three parties including: Bank, Customer, supplier of goods and services for Customers to carry out data control, payment and other tasks to provide services to Customers.
- 2.3.10. As requested by other competent authorities.

### **3. Information acquisition and provision, complaint handling**

- 3.1. Customer shall be responsible for keeping themselves updated of any regulations, procedures and content of the services and these General Terms and Conditions, as well as maintaining the means, tools and addresses to receive information from the Bank.
- 3.2. In case the Customer requires information about specific transactions on their account/card, has inquiries, reconciliation request or complaints against the information provided, they can contact BIDV's Contact Center Hotline at 19009247/1800969659/024.22200588 or any other phone numbers of BIDV's Contact Center which are publicly available on BIDV's website from time to time.

*In cases Customer makes complaints by telephone (at BIDV's Contact Center), for complicated and high-risk reconciliation request and complaints according to the Bank's regulations from time to time (Consultants at the Contact Center will inform Customer during the call), Customer is responsible for filling in the Request for reconciliation, complaints following BIDV's form and scanning, sending the same via emails to bidv247@bidv.com.vn within 10 business days since the Customer's request for reconciliation and complaint is made to the Contact Center; and at the same time, keeping the original request for reconciliation and complaint, which may need to be provided later on at BIDV's request.*

*If Customer does not submit a request for reconciliation, complaints within the prescribed time, the Bank will use the recording file as the official basis to handle the request for reconciliation and complaint of Customer in accordance with BIDV's regulations from time to time.*

- 3.3. For transactions made at the Bank's counter or via e-banking channel (except for BIDV Samsung Pay and BIDV Pay+ services), Customer may send the Bank a request for reconciliation and complaint (if any) within 60 business days from the transaction date or from the date when the rights and interests of Customer are violated. After this time limit, if Customer does not inform BIDV, Customer will bear all responsibilities and potential consequences. With respect to the request for an 24/7 inter-bank money transfer, the maximum time for sending a request for reconciliation and complaint related to the transaction is 100 business days from the transaction date.

Within 30 business days from the date of receipt of the first request for reconciliation and complaint of Customer, the Bank shall have the responsibility to handle the Customer's request for reconciliation and complaint;

Within no more than 5 business days from the date of notification of the results of the reconciliation and complaint to Customer, the Bank shall make compensation to Customer in

accordance with the agreement and applicable law for any losses incurred without fault of Customer and/or not subject to force majeure under these terms and conditions.

In cases where the time limit for settlement of the above-said reconciliation and complaint has expired but the cause or whose fault is still unknown, within 15 next business days, the Bank shall reach an agreement with Customer about the reconciliation and complaint settlement options.

- 3.4. For Card transactions, transactions on BIDV Samsung Pay service and BIDV Pay+ service, Cardholder shall reach an agreement with Card accepting merchant/ Payment accepting merchant on the transactions before lodging a complaint to BIDV. Complaints about transactions shall be sent to BIDV within 60 days from the Transaction date. For International debit cards, BIDV is responsible for resolving or responding to complaints and requests for reconciliation of cardholders, except for complaints and requests for reconciliation of low-value transactions, such as those with a value of less than USD25 or VND equivalent in Card accepting merchants/ Payment accepting merchants which provide tourism and leisure services in accordance regulations of Card association (for example: aviation, car rental, cruise, train, hotel, motel, restaurant, travel agency, automatic gasoline station, etc.) and card transactions valued at less than USD5 or VND equivalent in other types of Card accepting merchants/ Payment accepting merchants. BIDV shall notify Customer of the time limit for complaint handling upon receiving requests/complaints, which does not exceed 45 business days from the date of receiving the valid complaint of Customer. For complaints related to the denial of transactions made from the card, BIDV will only receive and process up to 15 transactions per card. In cases where customers make complaints by telephone to BIDV's branches, in case BIDV requests Customer to complete the written request for reconciliation (upon receipt of complaint via telephone), the cardholder is responsible for submitting the request form within the time limit in accordance with BIDV's regulations. In case the cardholder fails to complete the request for reconciliation on time, BIDV shall be relieved of any liability arising from the transaction.

#### **4. Complaint and dispute settlement**

- 4.1. Any complaint or dispute arising out of or in connection with the opening, use and management of accounts or account services at BIDV will be settled by the account holder and BIDV through negotiation and mediation. In case of unsuccessful mediation, the parties have the right to bring the case to a competent Court in Vietnam.
- 4.2. In case Customer's complaints are not caused by or related to BIDV, Customer agrees to bear all the costs arising from the complaint handling process and other costs in accordance with regulations of authorized government entities.

## **II. Rights and obligations of Parties**

### **1. Customer's rights**

- 1.1. To use the account services registered with BIDV in accordance with the provisions of these Terms and Conditions, BIDV's regulations and laws.
- 1.2. To use the money on the account to carry out legal and valid payment orders within the available balance, in accordance with the purposes of payment in accordance with regulations applicable to specific type of account.
- 1.3. To enjoy interest on the outstanding balance at the interest rate announced by BIDV from time to time.

- 1.4. To be kept safety the account balance and confidential information related to accounts, cards, account transactions, card transactions related to Customers in accordance with legal regulations.
- 1.5. To be provided with information on a regular or ad-hoc basis on transactions, balances and limits related to the use of services (if any).
- 1.6. To select payment instruments, services and features provided by BIDV, to change the use of services in accordance with BIDV's regulations.
- 1.7. To request for reconciliation and give complaints on errors and violations (if any) arising in the course of using the services in accordance with these Terms and Conditions.
- 1.8. To change registered information according to BIDV's regulations. BIDV will effect the change after checking, confirming and approving the change request of Customer.
- 1.9. Other rights in accordance with these Terms, Conditions and other relevant provisions of law or under prior written agreement between the account holder and BIDV, provided it is not in contravention of the prevailing laws.

## **2. Customer's obligations**

- 2.1. To comply with BIDV's regulations in accordance with the law and the provisions of Terms and Conditions on service use and strictly comply with the provisions in Agreement on account opening and use of account services between Customer and BIDV.
- 2.2. To provide materials, documents and information required by BIDV from time to time in a sufficient, accurate and timely manner when registering for service use and during the use of services.
- 2.3. To inform BIDV of any changes in information registered with BIDV or other information as stipulated by BIDV.
- 2.4. To keep confidential the information registered with BIDV. To keep confidential the username, electronic signatures registered/provided, second authentication factor (Token, OTP SMS); To change password periodically or upon BIDV's request/instructions.
- 2.5. To strictly comply with BIDV's regulations on making payment orders and using payment instruments, performing account-based payment transactions, using, circulating and storing transaction documents, applying payment safety measures as stipulated by BIDV.
- 2.6. To make full payment of fees related to the use of services according to the fee schedules prescribed by BIDV from time to time within the requested time limit. To authorize BIDV to automatically debit Customer's account to cover fees for services used by Customer. Any periodic fees shall be collected from the account registered for fee collection. At the time of periodic fee collection, if this account balance is not sufficient to cover the fees, BIDV has the right to debit other accounts of Customer at BIDV or request Customer to pay BIDV in other manners.
- 2.7. Not to lease or lend Customer's bank account to another person.
- 2.8. To be liable for any loss resulted from error, misuse or fraud caused by Customer when making payments through the account.
- 2.9. Not to use the bank account to make transactions for money laundering, terrorism financing, fraud, forgery, or other legal violations.
- 2.10. To promptly notify BIDV of any errors or inaccuracies in its account or suspicion that its account has been misused, or in case of losing card, term deposit agreement or certificate of

deposit. To be liable for any loss resulted from error, misuse or fraud caused by Customer when making payments through the account.

- 2.11. To comply with statutory regulations on foreign exchange control, anti-money laundering, use, transfer, collection of transaction records to ensure safety measures in payment in accordance with BIDV regulations  
To update the Bank with any change of their residential status. The customer shall be responsible for any violation of the law regarding the use of banking service in case of failing to update this information.
- 2.12. To unconditionally repay BIDV within 03 days after receiving BIDV's request of repayment for cash withdrawal in excess of requested amount, cash withdrawal in excess of account balance, wrong credit to Customer's account, reconciliation and complaints at ATMs and Merchants that have been advanced to Customers and other mistaken transactions. Customer agrees that the Bank may automatically collect the amount without prior notice.
- 2.13. Unless transaction is proved to be made at BIDV's faults, Customer accepts invoices and documents relating to the Transaction which are recognized and provided by BIDV's management system (including transactions which are not performed by Customer).
- 2.14. To send BIDV a reconciliation request, complaint (if any) in writing in accordance with BIDV's regulations.
- 2.15. To comply with regulations, guidelines on safety and security in service use.
- 2.16. Other responsibilities as provided for in these Terms and Conditions and other regulations as prescribed by law.

### **3. BIDV's rights**

- 3.1. To automatically debit Customer's account, block, close, convert or settle the account balance according to BIDV's regulations to handle cases under these Terms and Conditions, as agreed between BIDV and Customer and in accordance with law. To automatically debit Customer's accounts opened at BIDV to cover transaction amounts and transaction fees in accordance with the fee schedules applied by BIDV from time to time.
- 3.2. To open, close, change the minimum balance limit, maximum/minimum transaction limit, change the deposit interest rate.
- 3.3. To stipulate payment safety measures subject to requirements and characteristics of BIDV operations.
- 3.4. To request Customer to provide sufficient and necessary information and documents upon their registration for service use and during the use of services.
- 3.5. To impose penalties on Customer for violating regulations on the use of accounts, cards and services agreed upon.
- 3.6. To settle the economic transactions incurred in Customer's account on the basis of lawful and valid accounting documents received; To adjust items wrongly accounted, improperly accounted or inconsistent with the contents of using the account as prescribed.
- 3.7. To fully provide transactions, account balance and transaction documents at BIDV's transaction counters or in other manners registered by Customer
- 3.8. In case of detecting that the account holder/cardholder violates the provisions of these Terms or Conditions or violates the agreement with BIDV or there are signs of law violation, BIDV has the right not to respond to Customer's request for use of account services, retain the exhibits and immediately notify the competent authorities for further process.

3.9. Other rights as provided for in these Terms and Conditions and other regulations as prescribed by law.

#### **4. BIDV's responsibilities**

- 4.1. To comply with the regulations on providing services to Customer under these Terms and Conditions and other regulations as prescribed by law.
- 4.2. To keep safety the account balance and confidential information related to accounts, cards, account transactions, to provide account-related information in accordance with legal regulations.
- 4.3. To fully and promptly execute payment orders and Customer's requests for use of account in accordance with BIDV's regulations and agreements between BIDV and Customer, to control Customer's payment orders, to make payment order in an appropriate, valid and proper manner in consistence with the registered contents; To promptly refund amounts wrongly debited to Customer's accounts due to errors or mistakes.
- 4.4. To be responsible for instructing Customer to follow regulations on creating customer profiles, opening accounts, preparing payment documents, and others relevant regulations on the use of account. To provide support, consultation and handle Customer's requests to ensure that the service is as reliable and secure as possible.
- 4.5. To adequately and promptly inform Customer on balance and transactions occurred on their current account under the agreement with the Account Holder and be responsible for accuracy of information provided by the Bank.
- 4.6. To store the specimen signature of the Account Holder and the authorized persons for checking and reconciliation during the course of using the account.
- 4.7. To promptly update information once obtaining notice of information change from the Customer. To maintain and collect account opening and transaction documentation under relevant regulations.
- 4.8. To resolve Customer's reconciliation requests and complaints related to the use of service in accordance with the law and BIDV's regulations applied to specific service. To provide measures to promptly settle situations of lost or stolen mobile phone which is registered for OTP SMS and tokens, or compromised password, when BIDV receives Customer's valid written notice on those issues.
- 4.9. To comply with regulations in regards to anti-money laundering and terrorism financing.
- 4.10. To bear responsibility for damages caused by errors or fraudulent use of Customer's account due to BIDV's faults and this responsibility is assumed separately among different services provided by BIDV.

To ensure that the e-banking system runs smoothly and safely and in compliance with the legal regulations relating to the provision of online services (except for cases of force majeure in Section 11. Disclaimer of liability, stipulated under Section III. Terms and Conditions of Using E-Banking Services. The duration for provision of specific products on BIDV e-Banking service depends on the features of each product, features of related technology systems and BIDV's policies from time to time.

BIDV e-Banking service will stop operating twice per day to process end-of-day report. Each time will last for 30 minutes, usually from 10:00pm to 10:30pm and from 2:00am to 2:30am.

To notify Customer via appropriate channels such as website, OTT, application interface or SMS as appropriate in case of system failure or periodic maintenance.

- 4.11. To post BIDV e-Banking transaction guide on BIDV's official website at <http://bidv.com.vn>.
- 4.12. Other responsibilities as provided for in these Terms and Conditions and other regulations as prescribed by law.

### **III. Validity of Agreement**

1. **Language:** The Agreement cum General Terms and Conditions is made in Vietnamese and English. In case there is any inconsistency between the Vietnamese and the English versions, the Vietnamese one shall prevail unless otherwise prescribed by laws.

#### **2. Validity of Agreement**

- 2.1. The Agreement shall be effective from the date it is signed by the Customer until the termination of the service as prescribed in the Agreement.
- 2.2. When the Agreement/service is terminated, the Customer shall be responsible for completing all obligations as prescribed in the Agreement, unless otherwise agreed by both parties in writing.

#### **3. Amendments and supplements to the Agreement**

- 3.1. BIDV has the right to update contents of this Agreement in order to fulfill the legal requirements, as well as to protect the rights of the Customer and the Bank.
- 3.2. Within 5 days before any changes to this Agreement takes effect, the Bank shall announce such changes on its website at <http://bidv.com.vn> and via one of the following manners: posting at Bank's counter, on the mass media and other appropriate channels.
- 3.3. The Customer is understood to accept the amendments and supplements of the Contract, unless the Customer proceeds to terminate the service before the validation of the amendments/ supplements, or within 05 working days from the date BIDV announces the amendments/supplements if the announcement does not specify effective date.

#### **4. Change, disruption, extension and termination of the registered service in the Agreement**

- 4.1. BIDV shall change, amend, modify the service; and shall block/disrupt/terminate/refuse/amend supplement/update the interface/rename the service and conduct other adjustments related to the service provided to the Customer.

Upon one of these events, the Bank shall announce on its website at [bidv.com.vn](http://bidv.com.vn) and via one of the following manners: posting at Bank's counter, on the mass media and other appropriate channels. Any changes, modifications, and adjustments shall take effect on the date specified in the notice. Customer's use of services after such notice shall be deemed as their acceptance of these modifications. In case of any disagreement with the changes, the Customer has the right to terminate the service in accordance with these General Terms and Conditions.

- 4.2. Instances of service termination:

- 4.2.1. The Customer has the right to terminate the service in accordance with the Bank's regulations and procedures, after completing the Customer's obligations to the Bank. The Bank shall terminate the service following the Customer's request. Between the time of the request and the termination of service, if the Customer continues using the service, the Customer has to comply with the adjusted contents of these General Terms and Conditions.

- 4.2.2. The Bank shall terminate/refuse/disrupt the service without notifying the Customer in advance in the following circumstances:

- As decided or requested by law or by competent state authorities.
- In cases related to forgery, risks or fraud or where the benefits of the Bank/Customer/third parties can be violated.

- In cases the Bank fails to execute the service due to reasons outside the control of the Bank, including technical problems, destructions, earthquakes, natural disasters, network congestion, power outages caused by service providers, or when the transaction exceeds the approved limits.
  - When the Customer fails to follow security requirements or the service is advised to bear risks by associated organizations; suspicious transactions related to criminals, money laundering, violation of laws or in order to reinforce anti-money laundering regulations in accordance with the Bank's policy and laws, and other reasons outside the Bank's control.
  - The Customer breaches BIDV e-Banking and IVR Service Agreement; Customer commits fraud or illegal acts in making electronic transactions; Customer does not return note of confirmation and security device within 30 days from the date of registration in the system; Customer does not successfully log in their account within 45 days after receiving Username and Password; Customer's account is suspected of being misused; Customer fails to pay services fees within 3 consecutive months, etc.
  - When a party or parties violate the Agreement of Card service and fail either to fix the problem or to agree with the proposal to adjust/supplement the Agreement within 15 days.
  - Other cases in accordance with Vietnamese laws or regulations of Card associations.
- 4.2.3. Except for cases stipulated in Item 4.2.2 above, in case of service termination, the Bank shall inform the Customer within 15 business days prior to the termination of the Card service, and 30 business days prior to the termination of other services.
- 4.3. The service shall be extended/modified as per Customer's request, as long as Customer completes the procedure for service extension/modification. Requests for extension/modification of service contents must be made in writing following the Bank's form and sent to the Bank at least 02 business days in advance.