

## **TERMS, CONDITIONS FOR OPENING ACCOUNT AND USING ACCOUNT SERVICE AT TECHCOMBANK**

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*This Terms and Conditions.*

### **A. GENERAL REGULATIONS**

#### **I. SCOPE**

1. *These Terms and Conditions* apply to customers' opening accounts and using account services at Techcombank.
2. Contact information provided by the customer in the Account Opening Request will be used in all transactions with Techcombank.
3. Customers have the rights and obligations under the Regulation on Account Opening and Use, specific provisions for each account service with registration for use at Techcombank, other agreements in the Terms, Conditions and other relevant provisions of law.

#### **II. ANNOTATION**

In these Terms and Conditions, the following terms are understood as follows:

1. Techcombank (TCB): Is Vietnam Technological and Commercial Joint Stock Bank.
2. Customer: Is an individual who registers to use the Service and is approved by Techcombank to provide the Service by signing the Application cum Contract to open an account and use the Service at Techcombank. In this Terms and Conditions, depending on the Service provided by Techcombank, the customer may be: Account holder, co-owner of current account, cardholder.
3. Account: Is the current account in Vietnamese Dong or foreign currency that the customer opens at Techcombank for the purpose of depositing, holding funds or making payment transactions via Techcombank using payment instruments and/or using Services provided by Techcombank.
4. Joint current account: Is a current account opened under the name of at least two subjects. The purpose of using the joint current account, the rights and obligations of the joint current account holders, and the provisions relating to the use of the joint current account must be clearly defined in writing.
5. On-demand payment account / lucky account number: is the current account under which, the account number is provided at the request of the customer.
6. Personal identification document: is the ID card/Passport/other documents of the customer as prescribed by Techcombank from time to time that the customer needs to provide to register to open an account and use account services at Techcombank.
7. Account Service (Service): is the Service registered by the customer and approved by Techcombank to provide, including but not limited to: current account (VND account), Debit Card Services, Electronic Banking Services and / or Other Services provided by Techcombank from time to time.
8. Electronic Banking Service / E-Banking Service / E-Banking: is the banking services provided by Techcombank, allowing customers to use banking products and services, other features, utilities through electronic means to perform transactions at Techcombank. Electronic banking services include but are not

limited to services: Internet Banking, Mobile Banking, SMS Banking, Techcombank OTP Portal... and other electronic banking services provided by Techcombank from time to time.

9. Mobile banking: is an electronic banking service provided by Techcombank to customers through mobile phone devices. Each customer can register to use Mobile Banking for only 1 phone number. The phone number customers register to use the Service must be an activated, active subscriber which the customer has full ownership, access and use of this phone number lawfully.
10. Internet Banking: is an electronic banking service provided by Techcombank through Techcombank's website.
11. Electronic Banking system: is a system of hardware, software, database, communication network system and security that Techcombank uses to serve the provision of electronic banking services to customers. Customers, through electronic equipment using different types of network infrastructure such as: wireless data network, mobile telecommunications network..., can connect to Techcombank's Electronic Banking system to perform transactions.
12. Electronic Banking Transactions: are transactions performed by customers through e-banking services, including but not limited to such transactions as: money transfer, deposit opening and settlement, balance inquiry....E-banking transactions operations are performed on the e-banking system on the basis of conformity between the customer and Techcombank in the Terms and Conditions.
13. Security device: is the device provided by Techcombank to the customer or the electronic device (such as: mobile phone...) of the customer registered to initiate the Security Code.
14. Electronic devices/Device: are devices operating on electrical, electronic, digital, magnetic, wireless transmission, optical, electronic or similar technologies that by using this device, customers can connect to Techcombank's e-banking system to perform requests and transactions. Electronic devices can include but are not limited to: desktop computers, laptops, tablets, mobile phones... Depending on the requirements of each Service, transaction according to Techcombank's regulations from time to time, the Device may also be a Security Device.
15. Username: is one of the customer identification factors, automatically set by Techcombank system or by the customer (depending on the provisions of each Service) related to E-banking Services.
16. Password: is a string of characters, including all letters, numbers, special characters, or other forms of authentication which are secured and provided by Techcombank to customers or registered by customers with Techcombank.
17. Security code / OTP: is a one-time password (One Time Password - OTP) issued / generated by Techcombank system for customers to authenticate the performance of transactions through phone messages, security devices, applications generate security codes installed on electronic devices or other forms of sending as notified by Techcombank from time to time.
18. Security factor: is one or more than one of the following information: Username, Password, Security code / OTP, Unlock code (passcode), security question, security device, biometric identification factor, customer phone number or any other factor that the customer registers with the bank or provided by the bank when using E-Banking Service. Depending on the Service / Transaction, one or more of the above

factors will be used by the bank to authenticate the customer on the basis of compliance with the Authentication Method provided by the bank for that Service / Transaction.

19. Authentication method: is the way the E-banking system authenticates customers through Confidentiality Factor and customer's request before performing e-banking training for customers.
20. Electronic data: Is the messages / electronic data created on the Electronic Banking System to serve the implementation of Electronic Banking transaction. Electronic data includes but is not limited to contracts, agreements, terms and conditions, requests, notices, confirmations, instructions, information, payment orders, electronic documents and other data information related to the establishment and implementation of Electronic Banking Education between Techcombank and customers.
21. Electronic signature: is a signature created in the form of electronic data attached or logically combined with a data message to confirm the signing subject and confirm that subject's agreement with the message. data message. Digital signature is a type of electronic signature that meets the requirements of the Electronic Transactions Law.
22. Card PIN/PIN: is the code that identifies the customer (cardholder) in Card Services. This is the customer's password provided by Techcombank or set by the customer themselves depending on the provisions of the transaction channel that the customer performs when used in some types of Card Transactions to authenticate the customer. In some services, transactions via Card, the customer can use other customer identification factors without having to use a PIN to perform the transaction.
23. Identification factor: includes username and/or biometric identification factors and/or Card number/CCV2 Number and/or any other identification factors that Techcombank specifies from time to time.
24. Suspicious transactions: are transactions or acts with abnormal signs or reasonable grounds to suspect that the assets in the transaction are derived from criminal activities or related to money laundering, whether completed, unfinished or newly intended to be performed by the customer or parties related to the customer. The concept of suspicious transactions includes the request to open an account, establish a partnership or sign a contract with the Bank.
25. Cut-off time: is the last time of day so that a money order/transaction can be accounted and sent/made during the day.
26. Allowable balance: is the amount that customers can use on their accounts including Credit balance and Personal account advance limit (if any) after deducting blockade, temporary lockdown, credit interests, fees, charges and minimum balance the account holder must maintain.
27. Cardholder: is an individual or organization that is provided with a card by a card issuance organization for use, including primary cardholder and secondary cardholder.
28. Primary cardholder: is the individual or organization signing the card issuance and use contract with the card issuing organization.
29. Secondary cardholder: is the individual who is allowed to use the card by the primary cardholder and the primary cardholder commits in writing to fulfill all arising obligations related to the use of the card under the card issuance and use contract.

30. Card payment organization: is a credit institution or branch of a foreign bank that makes card payments according to the relevant regulations of the State Bank.
31. Card issuance organization: is a credit institution or branch of a foreign bank that issues cards in accordance with the relevant regulations of the State Bank.
32. Guardian: is an individual or organization regulated by law or appointed to take care of and protect the legitimate rights and interests of a minor or a person who has lost or has limited legal capacity.
33. FATCA: is the U.S. Government's Foreign Account Tax Compliance Act.
34. eKYC (electronic Know Your Customer): is that Techcombank recognizes customers by electronic methods.
35. Account opening via electronic channels: is that customers open an account at Techcombank using an electronic method (eKYC).
36. Service upgrade: is that customers who have been opened accounts with eKYC complete information recognition and verification procedures directly at Techcombank's branch. Accordingly, after upgrading the service, customers will be allowed to fully use the features of the account.
37. Video Call: is the video call solution Techcombank applies to collect, check and verify customer identification information in the process of opening a payment account, upgrading limit, updating customer information or other services according to Techcombank's regulations from time to time
38. Physical card: is the card in physical form, usually made of plastic material, with magnetic stripe attached or electronic chips to store card data.
39. Non-physical card: is a card issued but not existing in any material form, exists in a form of electronic and contains information on the card, is issued by Techcombank to the cardholder for the purpose of transactions on the internet environment, programs applications on mobile devices; excluding cases where the physical card has registered functions for transactions on the internet environment, programs applications on mobile devices

## **B. SPECIFIC REGULATIONS**

### **I. REGULATIONS ON OPENING AND USE ACCOUNTS**

#### **1. Open account**

- 1.1. The declared elements in the account opening documents must be accurate and true. The customer is responsible for the registered elements in the account opening documents as well as the documents provided for Techcombank. The customer must immediately notify Techcombank if the elements in the documents are changed.
- 1.2. Techcombank has the right to request the customer to provide account opening documents in accordance with Techcombank's management requirements and the provisions of law.
- 1.3. Techcombank has the right to use the information on the customer's most recent account opening request to update for other products and services at Techcombank.
- 1.4. When opening a new current account, Techcombank will provide to the customer account-related services including Debit card, Mobile banking and/or Internet banking.

1.5. With the Lucky account number service: customers can only truly own and use the required account number after the customer has fully paid the fee according to Techcombank's regulations. In case the customer does not fully pay the required fee within the time notified according to regulations, Techcombank will provide the customer with any ordinary current account number according to Techcombank's regulations. At the same time, Techcombank is at its sole competence to decide on and provide the account the customer has selected for other customers without any notice to the customer.

## 2. Account management and use

2.1. **Minimum balance:** is the minimum amount that the account holder must maintain on the account at all times. Techcombank specifies the minimum balance for each account type according to the fee schedule from time to time and is published on Techcombank's website at "www.techcombank.com" and posted at Techcombank's transaction counter.

2.2. **Average balance:** is the average balance on the customer's account each month and is calculated according to the following formula:

$$\text{Monthly average balance} = \frac{\text{Total balance at the end of the day}}{\text{number of actual days in the month}}$$

In which, the number of actual days in a month to maintain the balance is determined from the last Saturday of the previous month to the last Saturday of the next month, excluding the last balance maintenance day. If the above Saturday falls on a holiday, the determination landmark will be the working day before the last holiday of that month.

2.3. **Account interest rate:** The interest of the individual current account entitled to the interest rate of non-term for individual customers and is issued by Techcombank from time to time on the basis of compliance with the provisions of law. Current account interest rate may be adjusted by Techcombank when the management policies of the State, the provisions of law or the market changes or fluctuates abnormally. Techcombank will notify the account holder of the adjusted interest rate, time to apply the adjusted interest rate in the form of a document or electronic data message in accordance with the provisions of law, and be posted at the headquarters of Techcombank and / or on Techcombank's website. The interest rate paid to the customer is automatically paid by the Bank into the current account of the customer every month and on the last 7 days of each calendar month.

2.4. **Interest term:** the interest term is determined from the date the account credits to the end of the day preceding the date of payment of the amount on the account (calculated from the first day, skipping the last day of the interest term) and the time to determine the balance for interest calculation is the end of each day in the interest term.

2.5. **Interest calculation formula:** the interest paid to customers in the month is equal to the total actual interest paid every day in that month. Interest per day will be equal to the actual balance at the end of the day multiplied by the interest rate at that day, specifically according to the following formula:

$$\text{Daily interest amount (a)} = \text{Actual balance (b)} \times \text{Interest rate} / 365 \text{ (c)}$$

In which:

- (a) Interest rate: calculated at the rate of % / year (annual interest rate), one year is three hundred and sixty five (365) days.
- (b) Actual balance: is the balance at the end of the day, which is the interest of the deposit balance on the customer's current account.
- (c) Number of days maintaining actual balance: is the number of days when the actual balance at the end of each day remains unchanged.

**2.6. Fees:** Account management fee, account transaction fee and other related fees according to the fee schedule published by Techcombank on Techcombank's website at the address "www.techcombank.com" and listed at Techcombank's transaction counter from time to time or according to customer's agreement with Techcombank.

**2.7. Overdraft:** is allowing the customer to spend in excess of the current amount on the current account opened at Techcombank based on the registration and agreement that the customer has signed with Techcombank.

**2.8. Provide and receive account documents:** Techcombank provides Debit and Credit note, account transaction information, account transaction statements, periodic account sub-book... at Techcombank. Customers can also receive account sub-book according to registration with Techcombank. Customers can request Techcombank to provide unexpected account documents and pay fees according to Techcombank's fee schedule.

## **2.9. Using account**

**2.9.1** Inactive accounts: are accounts that do not have active transactions from customers within a certain time according to Techcombank's regulations from time to time (excluding transactions that collect fees / interest automatically from the system).

**2.9.2** Customers can use the allowed balance on the account through lawful and valid payment orders, according to the signature registered with Techcombank. In case of withdrawal of cash, the sender must present Identification documents according to the Procedure for opening and using current accounts for individuals and business households, Techcombank's guidance on some types of transactions at the counter, and amended, supplemented and detailed instructions from Techcombank from time to time. In case of necessity, Techcombank has the right to request the customer or the person authorized by the customer to confirm the content on the transaction document.

**2.9.3** Customer ensures to have sufficient money on account to perform the established payment orders, is responsible for paying in excess of the allowed balance to use.

**2.9.4** To carry out deposit, payment, money transfer and transactions on other accounts, legal and valid documents and documents proving the transaction must be presented in accordance with current provisions of law and Instructions for controlling certain types of transactions at Techcombank transaction counters and documents amending, supplementing, and detailing Techcombank's instructions from time to time.



- 2.9.5** Customers are responsible for storing transaction documents with Techcombank for the purpose of reconciliation when necessary. Techcombank will only check transactions based on the Customer's complaint provided that the customer presents the relevant transaction documents and / or accurate information of the checked transaction to Techcombank.
- 2.9.6** Techcombank has the right to automatically temporarily block/remove temporarily blocked, hang, blockade/remove blockade and extract money from the customer's account and the customer is obliged to return it to Techcombank in accordance with the provisions of law in the following cases:
- (a) Payment and offsetting of customer's obligations for due debts, overdue debts, interest debts, payables of customers to Techcombank; fees and other financial obligations of customers as specified in these Terms and conditions;
  - (b) Fulfill obligations according to regulations and decisions of competent state agencies forcing customers to pay;
  - (c) Adjust transactions that are incorrectly accounted, incorrectly accounted, incorrectly accounted or not suitable for the use contents of the account;
  - (d) Customers use accounts in excess of the allowed balance.

## **2.10. Joint Current Account**

- 2.10.1** Requirements for use and management of Joint current accounts must be agreed upon by all joint current account holders, unless otherwise agreed in writing by and approved by Techcombank.
- 2.10.2** Each joint current account holder and joint current account holders shall be responsible for the use of the account and agree to authorize Techcombank to automatically temporarily lock, suspend, block and extract money from the customer's account in accordance with the provisions of the terms and conditions to fulfill the obligations of the joint current account account holders or each joint current account account holder at Techcombank.
- 2.10.3** Each joint current account holder shall notify other joint current account account holders of the information received from Techcombank. Notice or information sent by Techcombank to each joint current account holder is considered a notice to all other joint current account holders.
- 2.10.4** If Techcombank signs an agreement with a Joint current account holder, the agreement will not exempt or relieve the obligations of the remaining Joint current account holders.
- 2.10.5** If for any reason these Terms and Conditions do not apply to or are not enforced for one Joint current account holder, these Terms and Conditions remain binding on the remaining Joint current account holders.
- 2.10.6** When one of the parties to the Joint current account dies / is declared dead, declared missing or has lost / has limited civil capacity, the right to use the account and the obligation arising from the use of the Joint current account are settled in accordance with the provisions of law, Techcombank's Regulations on handling a number of transactions when an individual

customer dies, is declared dead, missing, has lost his or her civil capacity, has limited civil capacity or is in a special condition and Techcombank's amending, supplementing and detailing documents from time to time.

## **2.11. Authorize to use account**

**2.11.1** Customers (account holders or Joint current account holders) may authorize each other or let others use the account in accordance with the provisions of the Law and the Procedure for Opening and Using Current Accounts for Individual Customers and Business Households of Techcombank and Techcombank's amending, supplementing and detailing documents from time to time. The authorization must be made in writing at Techcombank or notarized, authenticated and in accordance with the Procedure for Opening and Using Current Accounts for Individual Customers and Business Households of Techcombank and Techcombank's amending, supplementing and detailing documents from time to time.

**2.11.2** The authorized person has the rights and responsibilities within the scope and duration of authorization.

**2.11.3** The notice of cancellation of authorization of the customer is effective from the date on which Techcombank approves on the confirmation document of Techcombank unless otherwise requested by the customer.

## **2.12. Transaction and account balance management**

**2.12.1** Customers are responsible for organizing their own accounting, monitoring and reconciliation with Debit Notice, Credit Notice, or Account Balance Notice provided periodically, managing transactions on the account and immediately notifying Techcombank when detecting errors, mistakes on the account or the account is taken advantage of. Notices, complaints, check requests related to accounts and account transactions must be made by the customer within 30 days from the date Techcombank receives the first time customer's check or complaint request. After this time limit, if the customer does not notify Techcombank, the customer bears all responsibility and possible consequences.

**2.12.2** Customers are responsible for unconditionally refunding Techcombank with mistaken credits within 03 days of detecting the incorrect accounting or of receiving Techcombank's notification or refund request.

**2.12.3** In case the customer is the beneficiary and the currency transferred to is different from the one of the account that the customer is opening at Techcombank:

- (a) With an amount of less than or equal to 500 million VND (converted into each type of foreign currency), Techcombank will credit the customer's VND account at the transfer rate listed by Techcombank at the time of crediting or recording on the system;
- (b) With an amount greater than 500 million VND, Techcombank will notify the customer to come and receive money according to the time limit in Techcombank's International Money Transfer Process from Overseas and Techcombank's amending, supplementing documents and detailed instructions from time to time. If the customer does not come to



receive money within the time limit notified by Techcombank, Techcombank has the right to return the money to the Bank or automatically convert it into the currency according to the account that the customer is opening at Techcombank at purchase rate into transfer of Techcombank to account into the customer's account at the time of conversion

- (c) In case the money transferred to the customer's account is not in foreign currencies traded at Techcombank, Techcombank has the right to automatically convert it into the currency of the customer's account at the buying rate of Techcombank at the time of conversion and credit the customer's account.

### **2.13. Suspend account**

**2.13.1** The account is temporarily blocked (suspended from trading) part or all of the money on the account in the following cases:

- (a) Upon customer's written request;
- (b) According to an advance agreement between an account holder and a payment service supplier;
- (c) The use of the account during the temporary lockout is in accordance with the content of the temporary lockout. The temporarily blocked amount must be preserved and tightly controlled according to the content of the temporary lockout and still enjoy interest according to the provisions of the Account Package Product document for individual customers of Techcombank and its amended, supplemented and detailed documents from time to time. In case the account is partially blocked, the amount that is not temporarily blocked can still be used normally;
- (d) Detect and have grounds to evaluate customers using fake identification papers to open accounts;
- (e) Techcombank suspects and evaluates account opening customers with suspicious purposes;
- (f) Techcombank suspects and evaluates that the customer's account generates transactions of any nature that are fraudulent;
- (g) Techcombank suspects and assesses that there are fraudulent acts in opening current accounts (using fake/unowned identity documents, opening new accounts for others, etc).
- (h) Other cases as agreed between Techcombank and customers or as prescribed by law.

**2.13.2** The temporary locking of the account ends:

- (a) Upon the end of the temporary lock duration at the request of the customer;
- (b) Upon the end of the temporary lockout period as agreed between the customer and Techcombank;
- (c) When Techcombank finishes investigating/verifying the temporary lock of the customer's account in the cases e, f, g, h point 2.13.1 above
- (d) Other cases according to these Terms and Conditions and the provisions of law.

**2.14. Blockade account**

**2.14.1** Techcombank is entitled to blockade the account part or all of the money on the account in the following cases:

- (a) Upon having a decision or a written request of a competent state agency as prescribed by law;
- (b) When Techcombank detects a mistake or error when wrongly crediting the customer's account or at the request of a money transfer payment service supplier that detects an error compared with the payment order of the money transferor. The blockaded amount on the current account does not exceed the incorrect or mistaken amount;
- (c) When transactions occur check claims from the Card Organization, Card Acceptance Unit or cases specified at point 12.2 Section III Article B of these Terms and Conditions, excess withdrawals from ATMs, or cases in which the customer's account does not have enough money to pay transactions, fees and interests arising in the process of management and provision of services;
- (d) There is a written notice of one of the account holders about the arising dispute of Joint current account between the Joint current account holders;
- (e) Other cases as prescribed in Techcombank's Procedure for opening and using current accounts for individual customers and Business households or its amendments, supplements and detailed instructions from time to time and regulations of law.

**2.14.2** The use of account during the blockade period is used in accordance with the blockade content. The blockaded amount must be preserved and tightly controlled according to the blockade content and still enjoy interest according to the provisions of the Account Package Product document for individuals customers of Techcombank and its amendments, supplements and detailed instructions from time to time. In case the account is partially blockaded, the unblockaded amount will still be used normally.

**2.14.3** The blockade of the account ends:

- (a) End of blockade period;
- (b) Payment service supplier has finished handling errors, confusions about money transfer when having decision or request in writing of the competent state agency about the termination of blockade;
- (c) When Techcombank has deducted the full amount that the customer is obliged to return to Techcombank under these Terms and Conditions;
- (d) When having written notice of all Joint current account holders about the dispute about the joint current account that has been settled;
- (e) Other cases according to the Terms, Conditions and the provisions of law.

**2.15. Close account**

**2.15.1** Techcombank may close a customer's account in the following cases:

- (a) There is a written request for closure of the account from the account holder and the account holder has fulfilled all the obligations related to the current account. In case the account holder is a person under 15 years old, a person with limited civil act capacity, a person who has lost his or her civil act capacity, or a person with limited cognition and behavior control, the closure of the account shall be performed at the request of the guardian or legal representative of the account holder.
- (b) Techcombank may close a customer's account in the following cases:
  - (i) When an individual customer loses / has limited legal capacity (except for the case where the account is opened and used for the first time by the guardian / legal representative) or is dead / declared dead or declared missing;
  - (ii) Techcombank finds that the account opened violates the regulations on opening and use of current accounts in accordance with current law and regulations and processes on opening and using accounts for individual customers of Techcombank and amendments and supplements to Techcombank's detailed instructions from time to time
  - (iii) Customers have registered to open a current account as requested but have not fully paid the prescribed service fee, Techcombank is entitled to close and withdraw this current account number. Techcombank finds out that customers use fake/untrue identification documents, or open a lease/open an account on behalf of another person to open an account;
  - (iv) Techcombank finds and has grounds to assess that customers opening accounts with suspicious purposes;
  - (v) Techcombank detects or records from verified sources information that the current account of the customer arises transactions of a fraudulent nature or fraud;
  - (vi) Account holder breaches the agreement on account opening and use with Techcombank or violates regulations on FATCA;
  - (vii) Account with balance below the minimum balance set by Techcombank and no active transactions from customers for one year (365 days) continuously (except for accounts contributed capital to purchase shares of foreign investors);
  - (viii) Techcombank stops providing Services and notifies customers in advance within 30 days from the expected date of account closure;
  - (ix) Techcombank found that customers have fraudulent acts, hiding or falsifying biometric factors of customers during account opening by electronic methods (use face photos taken from the screen of phones / laptops, wear sunglasses, masks, wear hats to hide biometric factors to identify customers).

#### **2.15.2** Procedures for account closure:

- (a) Except for points 2.15.1.a in these Terms and Conditions, when Techcombank closes the account, Techcombank will notify the customer 30 days in advance by one of the

methods of email, phone message and publicly post at Techcombank's headquarters or on Techcombank's website. Techcombank will also terminate services connected to that account right at the time of account closure;

- (b) Customers pay account closure fee as specified in Techcombank's fee schedule publicly posted at the transaction counter or on Techcombank's website and carry out account closure procedures according to Techcombank's regulations;
- (c) Process remaining balance after account closure:
  - (i) Pay at the request of the account holder; guardian or legal representative of the account holder in case the account holder is a person under 15 years of age, person with limited civil act capacity, person who has lost his or her civil act capacity, person with limited cognition or behavior control or heir or inheritor's representative in case the current account holder of an individual is dead or declared to be dead or missing;
  - (ii) Pay by decision of the Court or by decision of the competent authority;
  - (iii) Pay to the beneficiary according to the Registration Certificate of Beneficiary when closing the Account;
  - (iv) If the account has remaining balance and the customer/legal beneficiary of the balance on the account has not yet come to Techcombank to carry out payment procedures, Techcombank will hold the balance of the customer/legal beneficiary pending payment (this balance will not be paid interest from the date of account closure). Techcombank will pay the full above balance when the customer comes to Techcombank perform payment procedures according to the Procedure for Opening and Using a Payment Account for Individual Customers and Business Households of Techcombank and its amended, supplemented and detailed instructions from time to time (after deducting costs if any depending on customer's request for payment);
  - (v) Techcombank will manage and handle cases where the account is closed but the Customer or the legal beneficiary does not come to receive the remaining amount on the account after Techcombank has notified in writing the closure of the account to the Customer or the legal beneficiary according to the provisions of law, Techcombank's Procedure for Opening and Using a Payment Account for Individual Customers and Business Households and its amended, supplemented and detailed documents from time to time
  - (vi) Customers must not close their accounts when the customer's account is blockaded or the customer has not fulfilled its debt obligations to Techcombank.

### **3. Account management open by electronic method (eKYC, Video Call...)**

**3.1.** Subjects of application: Customers who open accounts by means of eKYC or Video Call are customers who fully meet the following conditions: Individual customers who are Vietnamese

residents, are full 18 years old or older and have full civil capacity, do not have FATCA factors and do not apply to joint current accounts.

**3.2. Rights and responsibilities of parties when opening and using accounts using eKYC and Video Call:**

**3.2.1 Customer rights:** Have the right to request Techcombank to upgrade the service of the opened account through electronic channels to be allowed to use the full features of the account if the customer fully meets the conditions for service upgrade according to Techcombank's internal regulations from time to time.

**3.2.2 Customer's responsibility:**

3.2.2.1 Responsible for the information declared, provided and confirmed by the customer (including but not limited to such information as voice, photo, fingerprint, iris, paper, declared information directly on the electronic system managed by Techcombank or Techcombank's partner...) based on that information, Techcombank opens an account for customers via electronic channels;

3.2.2.2 Customers must not use fake / unowned / expired / invalid Identity document; must not use scanned Identity document, scan copies, photocopies from other devices (use original identity document only);

3.2.2.3 Customer warrants that he or she has read and is fully aware of the terms and conditions under which he or she can open an account using eKYC or Video Call at Techcombank. At the same time, customer warrants and ensures that customer is eligible to open an account using eKYC or Video Call according to Techcombank's regulations.

**3.2.3 Techcombank rights:**

3.2.3.1 Being entitled to collect and store customer information through the electronic channels that customers use to send requests to open accounts, upgrade services, change personal information with Techcombank, on that basis, Techcombank is entitled to use this information to perform operations to open accounts, upgrade services, change personal information for customers;

3.2.3.2 Being entitled to temporarily block the customer's account if after opening an account for a customer, Techcombank finds that the customer does not meet Techcombank's regulations on money laundering prevention or Techcombank detects that the customer has fraudulent elements, forgery about images, identification documents... Techcombank is entitled to process incoming and outgoing payment orders during the period of temporary account lock provided that it informs the customer about the processing of this order. In case, within 30 days of receiving the notice of account suspension, if the customer does not come to Techcombank's transaction counters to carry out customer identification procedures, Techcombank is entitled to close the customer's account;

- 3.2.3.3 In case of detecting risks, discrepancies or abnormalities between customer identification information and biometric factors or detecting suspicious transactions in accordance with the law on anti money laundering during the use of payment accounts, Techcombank has the right to refuse or suspend transactions, temporarily suspend or block current accounts and verify customer identification information again;
- 3.2.3.4 In case the customer declares / confirms that the identity paper information is inaccurate, resulting in the fact that Techcombank is opening an account on such inaccurate information, Techcombank is entitled to refuse to continue providing services to customers and / or close the customer's account at the time of detecting the inaccurate information if the correction of information the customer is declaring / confirming wrongly about the customer's correct information leads to the coincidence of information with other customers who have opened accounts at Techcombank;
- 3.2.3.5 Techcombank is allowed to use registered customer information (including card information) to provide to partners to serve the automatic linkage of debit cards / current accounts of customers with e-wallets owned by customers;
- 3.2.3.6 Being regulated the transaction limit of accounts opened through electronic channels in accordance with the provisions of the law from time to time.
- 3.2.3.7 In case the customer successfully upgrades the limit via Video Call, the customer is allowed to apply a transaction limit via current account, card... higher than the transaction limit of the customer who opens a current account or card online. These limits are set by Techcombank from time to time.

**3.2.4** Techcombank's responsibility: Techcombank is responsible for notifying customers in case Techcombank blocks a current account that the customer has opened.

## **II. REGULATIONS ON E-BANKING SERVICES**

### **1. Register for E-Banking Service**

- 1.1.** Depending on Techcombank's regulations from time to time, customers can register for e-banking services through one of the following methods (i) at Techcombank branches; (ii) other methods specified by Techcombank from time to time. By signing to confirm the registration for use of e-banking services, the customer agrees with the terms and conditions and commits to fully comply with Techcombank's regulations on use of e-banking services and e-banking transactions.
- 1.2.** One customer (according to customer ID recorded at TCB's system) has only one e-Banking account at Techcombank.
- 1.3.** The email address registered for E-banking services must be a valid one, which has been activated, is active and only has legal access and use by the customer.



- 1.4. When requesting to change any information related to E-Banking Services, the customer has considered, understood and agreed that this change may change the use of this information in Other Products, Services, Transactions according to Techcombank's regulations from time to time.
  - 1.5. The customer and Techcombank agree to agree that the Customer's Electronic Signature is created by: i). the customer logs in to Techcombank's e-banking Service to confirm the transaction or; ii). the customer logs in to Techcombank's e-banking Service application, inputs security factor (passcode/biometrics...) to confirm the transaction (depending on the case) or iii). Any other form depending on the agreement between the Customer and Techcombank from time to time to confirm the transaction (depending on each case.)
  - 1.6. Customer's electronic signature created and authenticated under the provisions of these Terms and Conditions has the same legal validity as the customer's hand signature on a paper document and is valid to demonstrate the customer's consent / approval for the signed Electronic Document. Accordingly, the customer has the right, responsibility and obligation to Techcombank in accordance with the provisions of the respective Electronic Documents, Techcombank's regulations and the provisions of law.
  - 1.7. The username of the same customer is understood as one (01) unique customer. The customer is the person responsible for all transactions performed by all the Usernames of the Customer.
  - 1.8. According to the regulations of each E-banking Service that customer uses and performs E-banking Transactions, customer confirms and agrees that the method of sending and receiving Electronic Documents between customer and Techcombank is performed according to the following order:
    - (a) Customers use Electronic devices to log in to the E-banking system (through logging in to Techcombank's website and/or application software) to perform requests and transactions (initialization/registration/performance of E-banking training);
    - (b) According to each Service or Transaction that customers participate in, the E-banking system will perform the corresponding Authentication Method according to Techcombank's regulations to authenticate the customer and / or direct or ask the customer to perform confirmation actions before performing E-Banking Education for the Customer;
    - (c) Customers perform operations according to Techcombank's requests and instructions to complete e-banking education at the request of customers.
- 2. Regulations on Security during using E-banking services**
- 2.1. To use e-banking, depending on the Service and Transaction that customers participate in, they need to use one / some / all of the Security Factors corresponding to the Authentication Method as prescribed by Techcombank for that Service or Transaction.
  - 2.2. Customers understand that registered electronic devices are one of the necessary tools for customers to use Techcombank's e-banking services. At the same time, customers are aware of the possible risks of fraud, taking advantage of account services used through e-banking services by customers if customers lose their electronic devices. Therefore, the customer agrees and commits to take responsibility for the preservation of Electronic devices, ensuring that the Customer is the legal and

sole owner of the electronic device at the time the device is installed. Mobile Banking application / other e-banking applications of Techcombank. customers must not leave terminals or other devices that the Customer uses to connect to the service (including devices provided by Techcombank for Customers to transact at Techcombank's transaction points) at any time or let any other person use those devices (especially after the customer logs in to Techcombank's e-banking service)

- 2.3. Customers commit to being the only one and actively control all access to the device (including but not limited to the fact that the customer is the only one and sets the device key, biometric identification). Customers do not declare any details of the identification factor and / or security factor including but not limited to: username, password, security code for anyone... or use E-banking services on applications, unofficial websites or any other channels without Techcombank's notice on Techcombank's website.
- 2.4. Customers do not access E-banking Service from any device or network system without making sure that nobody else can monitor or copy the Customer's access.
- 2.5. Customers are responsible for ensuring that electronic devices and other devices that Customers use (except for those provided by Techcombank for Customers to use) to connect to E-banking Services are unavailable and are firmly protected from viruses and harmful software.

### **3. Transactions performed via E-Banking Services**

- 3.1. A request to perform e-banking education related to the Common Account is considered a common request of all such account holders.
- 3.2. Customers agree that, in order to fulfill customers' requirements for e-banking education, Techcombank may independently process all of these requirements or designate a third party to process part/part/all of customers' requirements. In case of the participation of the Third Party, Techcombank ensures that customer requirements for e-banking education will be processed in accordance with the provisions set out in this Terms & Conditions.
- 3.3. The Customer agrees that the Agreement between the Customer and Techcombank on the use of the Customer's Electronic Signature in Techcombank's e-banking services may change from time to time (including requirements for the use of electronic signatures that are digital signatures / authenticated digital signatures to participate in one, some or all of e-banking services, apply or change signature certification organizations...). In case of change request, Techcombank will carry out the procedures specified in section VIII of these Terms and conditions.
- 3.4. Techcombank ensures that customers' banking and electronic transactions are processed in compliance with Techcombank's transaction time and transaction date lock time from time to time. Depending on Techcombank's regulations from time to time for products, services, and transactions, transactions that occur after the transaction date lock time or fall on a holiday are considered transactions of the next working day.
- 3.5. Customers' requests and transactions are only recorded and processed by Techcombank when: (i) the customer has completed the steps and operations requested by the e-banking transaction; (ii) the

allowed balance on the customer's account is sufficient to perform those transactions; (iii) the customer's transaction does not violate any of Techcombank's regulations, and the provisions of law.

- 3.6.** Money transfer orders to beneficiaries outside Techcombank's system will be accounted and transferred within the day if they are made before the date lock time; in case the money transfer order is made after the date lock time, the customer's account is debited as soon as Techcombank receives the order and the transfer will be made on the next working day of Techcombank.
- 3.7.** Customers cannot cancel, deny or reject any e-banking transaction they have performed on. In case a customer wishes to request the cancellation of his/her transaction, Techcombank will only consider on the condition that (i) the request for the cancellation of the transaction is sent to Techcombank immediately after the customer makes the transaction, and (ii) Techcombank has not recorded and/or processed the transaction on its system at the request of the customer who wants to cancel the request and (iii) the cancellation of the transaction does not affect the interests of Techcombank as well as the interests of any other third party.
- 3.8.** Any E-banking transaction that has been performed by the E-banking system at the request of the customer on the E-banking Service, irrespective of the type of Transaction (whether it is money transfer, payment, savings deposit, money withdrawal... or registration and confirmation transactions for any documents, contracts, documents, agreements and other documents in electronic form) will be considered by Techcombank as valid and irrevocable, and these transactions are committed and approved by the customer as transactions performed by the customer. The customer is responsible for the accuracy and legality of the transactions performed by them through the E-banking Service.
- 3.9.** In case a customer uses E-banking Service to make transactions and payments to service providers, the customer is responsible for transactions that provide inaccurate Service Code, Payment Code and other information on the Service interface; resolve disputes related to the provision of services by the service provider about the payment amount, payment code, time; take responsibility for transactions sent many times and other problems between the customer and the service provider at all times, including before, during and after Techcombank has transferred money to the service provider's account.
- 3.10.** In case the customer uses E-banking Service to transfer money to an individual or organization, the customer is responsible for all information entered by the customer on the Service interface (money amount, beneficiary name and relevant details); solve related disputes by itself in case such information is entered due to customer confusion and errors; take responsibility for transactions sent many times and other problems between the customer and the beneficiary at all times, including before, during and after Techcombank has transferred money to the beneficiary's account.

#### **4. Transaction limit**

- 4.1.** Depending on the conditions in each period, Techcombank may change or set limits for customers' transactions.

- 4.2. In case of a change in the transaction limit, Techcombank will send a notice of the transaction limit of e-banking services to customers through: (i) Techcombank's transaction counters; (ii) Techcombank's website and (or) channels providing products and services; (iii) Transaction points and (or) other application programs of third parties having Service provision and development cooperation agreements with Techcombank (iv) the notices displayed on Techcombank's e-banking applications / services.
- 4.3. In case the customer wants to perform transactions beyond Techcombank's set limit, the customer must register with Techcombank and accept the risk completely (if any) and must be approved by Techcombank.

## **5. Fees and payments**

- 5.1. The application and collection of fees for customers using E-banking services are complied with Techcombank's fee regulations from time to time.
- 5.2. Information about fees and charge schedules of E-banking services is publicly posted by Techcombank at branches, Techcombank's official website, e-banking service provision channels or notified to customers.
- 5.3. Techcombank has the right to change fees, charges and fee collection methods from time to time by publishing on Techcombank's official website or sending notice to customers before the effective date of these changes.
- 5.4. Customers commit to maintain a sufficient current account balance to make payments and pay fees (if any) accepted by Techcombank.
- 5.5. The customer authorizes Techcombank to automatically debit from any customer's account to (i) Pay transactions and actual interest, fees and expenses arising in the process of account management and provision of E-banking services; (ii) Fulfill payment obligations of the customer under the decision of the competent authority; (iii) recover transactions of excessive withdrawal, withdrawal over the balance, mistakenly credited amounts, excess amounts into the account; (iv) offset the obligations of the customer at Techcombank and handle other cases as agreed between Techcombank and the customer or the provisions of law.
- 5.6. Customers are responsible for paying for all telecommunications service charges and other fees collected by their online service providers when customers use E-banking Service.
- 5.7. In case a customer transfers between accounts in a currency other than the customer's or another person's, Techcombank has the right to automatically convert at Techcombank's listed transfer rate.

## **6. Techcombank's regulation on provision and management of telephonic banking services**

- 6.1. Techcombank does not warrant that Services will be provided continuously and uninterruptedly. Therefore, although customers may use Services at any time, customers acknowledge that at certain points, they may not access, use and perform some or all of the Services that Techcombank provides due to system maintenance or any other reason, including but not limited to the following cases: fire, flood, earthquake, tsunami, war, riot, embargo, siege or other restrictions of the government without any complaint.

- 6.2.** Information related to transactions and account balances of customers provided by Techcombank via the E-banking Service may not always be completely updated because there are transactions that have not been processed or adjusted by Techcombank when there are errors or mistakes. Therefore, customers accept that information about transactions and account balances of customers notified via the Service is not the last accurate information at the time of notification.
- 6.3.** Account balance fluctuation notification service: the customer accepts that Techcombank may change the method of providing services to customers on the basis of ensuring the status quo of information provided by Techcombank.
- 6.4.** Customers use the Service according to the content and instructions about E-banking Services set by Techcombank and posted on the website: "www.techcombank.com" or published at Techcombank's transaction counter. In case the customer does not agree with the changes in the content of the Service, the customer has the right to unilaterally terminate the use of the service and must pay Techcombank all fees and charges arising related to the use of the Service in accordance with the provisions of these Terms and Conditions.
- 6.5.** Techcombank may refuse to perform e-banking transactions of customers for any reason without prior notice, including but not limited to the following cases: (i) the customer violates the provisions of Techcombank or of the law on account use and management; (ii) According to the decision or request of a competent state agency; (iii) Cases related to fakeship, fraud and risk; (iv) In case Techcombank suspends the Service for maintenance / upgrade; (v) When detecting a customer's violation of any content of these Conditions and terms of use of e-banking products and services; (vi) In case the transaction request of the customer does not include identification / authentication / security / safety factors in accordance with Techcombank's regulations.
- 6.6.** In case of loss or damage of electronic equipment or risks / damage when username and / or password and / or identification factor and / or security factor to log in to use E-banking Service is no longer secured. Based on the information customers provide strictly according to Techcombank's regulations, Techcombank is allowed to perform Temporary Service Lock to ensure information safety and avoid financial risks for customers until customers need to unlock the service to continue using.
- 6.7.** Customers are responsible for ensuring that electronic equipment and software, and the use of network by customers meet the minimum criteria to be able to access the Service and ensure security factors; regularly maintain anti-virus software on electronic devices using access to the Service. Techcombank is not responsible for the loss of data, software, device failure during the use of the service.
- 6.8.** Customers agree that they should always proactively update the latest application version of the E-banking Service. In case the customer uses the incompatible version or does not meet the conditions for using the application version as prescribed by Techcombank, the products, services, features on the E-banking Service may not function fully / be limited or follow the instructions have not been updated.

- 6.9.** Temporarily lock E-banking Service: as prescribed at points 3.16 and 3.17 Section IV of these Terms and Conditions.
- 6.10.** Techcombank has the right to terminate / refuse / suspend the provision of E-banking services without prior notice when Techcombank considers it necessary, including but not limited to the following cases: (i) the customer does not comply with the terms, conditions and regulations of Techcombank and (or) the law on the use of Services; (ii) According to decisions, requests of law or competent state agencies; (iii) Cases related to fake, risk or fraud; (iv) There are grounds / doubts about the customer's money laundering activities; (v) When the interests of Techcombank / customer / Third Party may be violated; (vi) When there are incidents due to force majeure causes, beyond Techcombank's control (v) When Techcombank cannot continue to provide the Service.
- 6.11.** Techcombank stops providing E-banking Service in the following cases:
- (a) Customer sends document to Techcombank to inform about the termination of use of Service;
  - (b) Customers close their current accounts to use the Service and do not specify another account as a replacement;
  - (c) Customers do not strictly fulfill their commitments to use the Service as specified in Section IV;
  - (d) The termination of use of E-banking Service will be effective after 05 days from the date on which Techcombank receives the written notice of the customer or customer related parties (individuals and organizations related to or inheriting the rights and obligations of the customer) in case the customer dies, is declared lost / limited civil capacity, is declared missing or dead, or insolvent.

### **III. REGULATIONS ON CARD SERVICES**

#### **1. General regulations on Card Services**

- 1.1.** Debit card: is the card that allows the cardholder to perform card transactions within the amount and overdraft limit (if any) on the cardholder's current account opened at Techcombank.
- 1.2.** Card validity period: is the period during which the customer is allowed to use the card. The validity period is printed on the card. In case the account is closed, the card is no longer valid.

#### **2. Card usage limit**

- 2.1.** Customers can use the card according to the specified use limit, including: withdrawal limit in a transaction, withdrawal limit in a day and other limits registered by customers or specified by Techcombank in debit card product documents applied to individuals customers at Techcombank. Card use limit is published on Techcombank's website at "[www.techcombank.com](http://www.techcombank.com)".
- 2.2.** If the customer needs to change the transaction limit of the Card, the customer contacts Techcombank to request changes according to Techcombank's Debit Card Help Request Process and Techcombank's amending, supplementing and detailing documents from time to time.
- 2.3.** For prepaid anonymous cards, Techcombank specifies the balance limits and deposit limits to the card, ensuring that the balance on a prepaid anonymous card at all times does not exceed 05 (five) million VND. Prepaid anonymous card is only used for the purpose of paying for goods and services



lawfully at the card acceptance device at the point of sale on the territory of Vietnam; not used to perform card transactions on the Internet, application programs on mobile devices and not allowed to withdraw cash.

- 2.4. For debit cards issued on a payment account basis opened through the eKYC method on remote channels, the limit will not exceed the transaction limit of the payment account opened via the electronic channel and comply with Techcombank's regulations from time to time.
- 2.5. The debit card limit issued on the current account open through the electronic channel will return to the normal card usage limit (announced on Techcombank's website at [www.techcombank.com](http://www.techcombank.com)) after the customer updates the current account upgrade.
- 2.6. The above limits will be set by Techcombank in each period according to each service package and / or card type and grade that customers have registered to use.
- 2.7. Customers agree that when the customer requests to change the use limit of the card, the other transaction limits accompanying the card such as: internet payment, internet without CVV2 code, MOTO, manual key, withdrawal, transfer... will also change accordingly.

### **3. Principle of abbreviation of name on card**

- 3.1. Number of characters in Cardholder's Name is maximum 19 (including empty)
- 3.2. In case the number of characters in the cardholder's name is more than 19 characters long, the cardholder's name will be automatically abbreviated according to the following principle:  
    <Full name> <First initial of middle name 1> <First initial of middle name 2>... <Nearest middle name> <Customer's name>

### **4. Currency of card**

- 4.1. For transactions on the territory of Vietnam:
  - 4.1.1 Card cash withdrawal transactions must be performed in VND card transactions must be performed in VND or where it is necessary to convert from a foreign currency into VND;
  - 4.1.2 For other card transactions: The transaction currency is Vietnam dong. In case it is allowed to use foreign currencies for transactions in accordance with the law on foreign exchange management, the currency expressed in the transaction is Vietnam dong or Vietnam dong and foreign currencies, the rate between Vietnam dong and a foreign currency at the rate agreed by Techcombank and the parties in accordance with the regulations of the State Bank.
- 4.2. For transactions outside the Vietnamese territory: making card transactions outside the Vietnamese territory, customers must make payments to the card issuer in Vietnam dong at the exchange rate listed by Techcombank from time to time, ensuring compliance with the regulations of the State Bank.

### **5. Issue card**

- 5.1. For physical cards: customers can receive the Card/PIN in the following forms: directly receive or authorize others to receive at Techcombank or at the customer's address registered with the Bank in the form of post delivery. Customers make a request to activate the card through signing and confirming on the PIN counter/PIN confirmation or via phone/SMS/App according to the detailed

instructions enclosed with Techcombank's card from time to time. The authorization of another person to receive the card/PIN must be made in writing directly at Techcombank or be notarized or authenticated at a competent state agency.

- 5.2.** The issuance of physical and non-physical cards will be subject to Techcombank's regulations from time to time. Customers can choose to issue additional physical cards based on the issued non-physical card data subject to Techcombank's regulations from time to time.
- 5.3.** Customer can receive Card/PIN in the following forms: directly receive or authorize another person to come and receive at the Techcombank counter or at the customer's address by post which the customer has registered with Techcombank. customer performs card activation request through signing for confirmation on the Pin counter/PIN confirmation or via phone/SMS/e-banking services according to the detailed instructions enclosed with Techcombank's card from time to time. The authorization of another person to come and receive the card/PIN must be made in writing directly at Techcombank or must be notarized or authenticated at competent state agencies.
- 5.4.** For requests to issue a physical Card and receive the card at a Techcombank branch, the Customer must come to receive the Card within 45 days from the date of Card issuance. After this deadline, Techcombank has the right to cancel the card and the Customer must bear the Card issuance fee from time to time based on the fee schedule issued by Techcombank.
- 5.5.** Customers must sign a sample signature in the signature box on the back of the card immediately after receiving the card. When performing transactions at a merchant, the customer must sign the payment invoice with the same sample signature except for transactions that do not require the signature of the customer.
- 5.6.** For card issuance request and received at the card delivery address not Techcombank counter, after 10 days from the moment Techcombank sends SMS about the failure to deliver the card to the customer and the card is refunded to the Bank, and the customer does not contact to get the card, the card will be canceled after this time.

## **6. Using card**

### **6.1. Scope of card:**

**6.1.1** Card (including physical card, non-physical card) is used to pay for goods and services, send, load, withdraw cash, transfer and use other services from ATM system and card acceptance system of Techcombank and other Banks with card system connected to Techcombank's card system in the form of direct connection or indirect connection through one or several intermediary organizations.

**6.1.2** Customers can use the card through using customer identification factors such as PIN number and / or CVV2 number to perform payment transactions and other forms registered with Techcombank or performed immediately after the card is activated, subject to the provisions of the Debit Card Issuance Process applicable to Individual Customers at Techcombank or according to other Techcombank's regulations from time to time in the form of:

- (a) MOTO transaction (Mail order/ Phone order): is the transaction that customer uses card information to order goods from suppliers of goods and services via telephone or email or other methods of E-Commerce (fax, internet...). In which, the customer does not have to present the card and / or present directly at the supplier of goods and services;
- (b) Card transactions on the internet: is the transaction that customers use cards to order goods and services via the website of the supplier of goods and services;
- (c) Manual key transaction: is the transaction performed by entering card information at the POS card acceptance device...

**6.1.3** Customers are fully aware of risks and responsible for performing the above transactions, and are responsible for protecting the security of identification and authentication factors of customers.

**6.2. Card Fee:**

The type and rate of fees set by Techcombank from time to time depends on the type of card used, the services that customers are provided when using the card and are not contrary to the provisions of law. Card use fee schedule is publicly announced at Techcombank and on the website "www.techcombank.com". Any changes to the Card Service Fee will be publicly announced by Techcombank at Techcombank and on the website "www.techcombank.com" and notified to customers via one of the forms of email or SMS or phone that customers register as a method of contact with Techcombank or other methods of notification that Techcombank finds appropriate. Changes in Service Fee will be effective after 07 days from the date Techcombank sends a notice to the Customer. In case the customer does not agree with the change in Service Fee, the customer has the right to terminate the use of the card and the customer must pay Techcombank all fees and expenses related to the use of the card according to the provisions of these Terms and Conditions.

**7. Ensure card safety**

- 7.1.** Customers are responsible for protecting the card, keeping the PIN secret. Customers must not transfer the card or give the card to others, do not disclose the PIN to anyone.
- 7.2.** If a customer loses, loses their card, exposes their PIN or suspects that their card is taken advantage of, they must immediately notify Techcombank in the fastest possible way via phone number +84 243 9446699 / 1800 588822 / 1800588823... or via Techcombank's hotline telephone numbers posted on the official website or posted at Techcombank's transaction counter from time to time. customers must confirm their notice in writing and send it to Techcombank within 10 working days from the date Techcombank receives the customer's first notice in other forms than text. After receiving, Techcombank will process within 05 working days for cards with BIN issued by the State Bank or 10 working days for cards with BIN issued by the International Card Organization.
- 7.3.** In case the card is taken advantage of before Techcombank locks the Card according to the time committed with the customer specified at points 4.5 and 4.6 Section IV of these Terms and Conditions, the customer must fully bear the damage caused by letting the card be taken advantage of.

- 7.4. Customers must not use the lost and stolen card again and return the lost and stolen card to Techcombank when it is found.
- 7.5. Not to use card to pay for payments of illegal gambling transactions or other illegal transactions in accordance with the provisions of current law and Techcombank has the right to refuse to process or pay in the above cases.
- 7.6. Customers recognize invoices and documents related to card transactions that have been recorded and provided by Techcombank. The customer is responsible for paying for all transactions with signature and or use of card PIN, and other transactions if Techcombank provides proof that the card was performed transaction without customer signature.
- 7.7. Customers are responsible for paying the amount of disputed Card Transactions and fees related to transactions that are checked or complained about due to the customer's fault or according to the regulations of the card organization when the dispute is brought to the reconciliation council / arbitration of the card organization and the reconciliation council / arbitration of the card organization hears / decides on the losing customer based on the confirmation of the customer at the steps of processing the check transaction.
- 7.8. Customers must be responsible for all risks (if any) related to card transactions. customers are responsible for paying / refunding the card transaction amount that has been made to Techcombank and when the account attached to the card has no balance, the customer agrees to let Techcombank withdraw / debit the card transaction amount on any customer's account at Techcombank and / or other Banks (if any). Customers can not use the card to perform transactions when the account does not have enough balance allowed.
- 7.9. In case the customer unilaterally terminates using the card or is requested by Techcombank to stop using the card, the card will be invalidated.
- 7.10. Customers are responsible for resolving conflicts with the CPB regarding problems related to goods and services when paying with the card.

## **8. Responsibilities of cardholders**

Primary cardholder and supplementary cardholder are jointly responsible and each has its own responsibility for implementing the card terms and conditions in the Card Use Terms and Conditions between the customer and Techcombank. Primary cardholder is responsible to Techcombank for the use of the card by the supplementary cardholder, and is responsible for paying Techcombank for all card transactions signed by the primary cardholder and the supplementary cardholder on the invoice as well as using PIN. In case the primary cardholder is dead / declared dead, missing, or missing / limiting behavioral capacity, payment to Techcombank and inheritance of balance on master cardholder's account or remaining amount on identification prepaid card are implemented in accordance with the law.

## **9. Card rejection: Cards issued by Techcombank are rejected for payment transactions in the following cases:**

- 9.1 Use cards to perform prohibited card transactions according to Regulations on Issuance, Payment and Use of Banking Cards at Techcombank and SBV;

- 9.2 Fake card or associated with fake transactions;
- 9.3 Card is reported lost or missing by customer;
- 9.4 Card is expired;
- 9.5 The card is locked;
- 9.6 The card is terminated under the provisions of the Regulation on Issuance, Payment and Use of Banking Cards at Techcombank and its amending, supplementing and detailing documents from time to time;
- 9.7 The allowed balance is not enough to pay the payment;
- 9.8 Customers do not fully pay overdrafts, credits, interests or fees listed at the transaction counter or publicized on Techcombank's website;
- 9.9 Customers violate the regulations of the State Bank of Vietnam, the regulations of Techcombank, TCTTT or the agreements between customers and Techcombank.

**10. Card confiscation or invalidation during use:** The card is confiscated or invalidated during use because of the following cases:

- 10.1 Fake ID card;
- 10.2 Card is used illegally;
- 10.3 To serve the work of investigation and handling of crimes in accordance with the provisions of the law;
- 10.4 Other cases of card seizure (if any) specified in the Regulation on issuance, payment and use of bank cards at Techcombank and its amendments, supplements and detailed instructions from time to time, the State Bank of Vietnam, TCB or other written agreements between customers and Techcombank.

**11. Temporarily block card:** Techcombank will temporarily block the card in the following cases:

- 11.1 Customers have to inform the Bank about the temporary lock of the card for a certain period using one or more than one of the contact forms specified by Techcombank from time to time such as: telephone, email, e-banking services, text. Cards temporarily locked at the request of the customer will only be reopened after the temporary lock period in the customer's notice or at the request of the customer from time to time and with the approval of Techcombank;
- 11.2 Associated with transactions suspected of fake or fraud;
- 11.3 Cases of temporary suspension of card service provision are specified in Article 4.5 Section IV Article B of these Terms and Conditions.
- 11.4 Customers can request the Bank to temporarily block all card transactions (including online transactions, transactions at POS, card transactions on authorized applications as prescribed by TCB) or temporarily block card transactions except card transactions on authorized applications as prescribed by TCB.

**12. Other agreements**

- 12.1 Techcombank is not responsible for the provision of goods and services paid for with cards. Techcombank is entitled to debit the account or collect the value of transactions paid for with cards whether goods and services are delivered, received or performed or not.

- 12.2** Customers who use the Card to book services but do not use those services and do not notify the cancellation of the service within the time limit specified by the Card acceptance unit or do not have the Card acceptance unit's acceptance of the cancellation of the service, customers may have to pay part or all of the service value, the relevant taxes and fees as prescribed by the card acceptance unit. Techcombank has the right to debit the customer's account in these cases and freeze the customer's account if the customer's account has not enough balance.
- 12.3** In case the customer registers for card issuance on the current account in foreign currencies, the customer agrees that Techcombank is allowed to convert foreign currencies into payment currencies at accounting rates applicable to card transactions on the current account in foreign currencies that are publicized on Techcombank's website at the time of conversion. the customer agrees to comply with the provisions of foreign exchange management of law, the State Bank of Vietnam and Techcombank regarding card transactions on current accounts in foreign currencies.
- 12.4** If customers register to issue the Vietnam Airlines Techcombank Visa international payment card, all regulations of Techcombank specified in Card Products and / or publicized on Techcombank's website related to Lotusmiles and Vietnam Airlines Techcombank Visa international payment cards are provided for customers to read before deciding to agree to use the service.
- 12.5** Customer agrees to the request for complaint review with the card service, customer is responsible for doing it within 60 days from the date of transaction requesting review. Beyond the above time limit, Techcombank still continues to support the resolution of the complaint review but the result of the complaint review will depend on the goodwill of other relevant partners and the customer will fully bear the damage arising due to the customer's late complaint error.
- 12.6** For cards with BIN issued by the State Bank, the time limit for processing a customer's review or complaint is no more than 45 working days from the date Techcombank receives a valid first-time customer's review or complaint in one of the forms of receipt specified at point 2.17 Section IV of these Terms and Conditions. Other than the above case, Techcombank is responsible for replying to the customer's other transaction review or complaint within up to 60 working days and / or according to the regulations of domestic and foreign card organizations from the date Techcombank receives a valid customer's request to review or complain about the use of Card services.
- 12.7** Any customer's request related to the issuance and use of Card must be made in writing or other forms by publicizing on the Techcombank website at the address "www.techcombank.com" and listed at Techcombank's transaction counter from time to time. Techcombank has the right to refuse customer's request if the customer's request is not made in the above form.
- 12.8** During the use of Account Services, E-Banking Services and Other Products at Techcombank, the customer agrees that Techcombank is active in proposing new services and products to customers. customers agree and allow Techcombank to search for information related to customers (including information specified in Techcombank's Data Privacy Statement) from any third party in accordance with Techcombank's regulations, including providing / receiving credit information of customers (including relevant data, figures, data) for / from the Credit Information Company to



which Techcombank is a contractor (VIETNAM CREDIT INFORMATION JOINT STOCK COMPANY (PCB), business code 0102547296, first registered on Nov 27, 2007 and other credit information companies as notified by Techcombank from time to time) ensure compliance with the provisions of law. In the event that the Credit Information Company has its Certificate Revoked, Techcombank will stop providing the credit information of the customer to the Credit Information Company and Techcombank agrees that the credit information of the customer at the Credit Information Company is processed according to the Government's regulations on the provision of credit information services. Techcombank is responsible for informing the customer about the processing of the customer's credit information within up to 10 working days from the date Techcombank receives the Credit Information Company's notice of the plan for processing credit information.

- 12.9** In case the card expires, if Techcombank considers that the cardholder still meets the conditions for issuing a Card according to Techcombank's regulations, Techcombank may consider carrying out card re-issuance procedures to replace the expired card for the cardholder in accordance with Techcombank's conditions and regulations from time to time

In case of reissue of card to replace the expired card/reissue the card if the card was previously stolen, lost, or at any other request of the cardholder or reissue the card to ensure that it meets the technical requirements of the competent state agency, the cardholder will automatically accept the Debit Card Issuance Request that the cardholder has previously signed with these Terms and Conditions will automatically be extended according to the new validity period of the Reissued Card

#### **IV. RIGHTS AND OBLIGATIONS OF PARTIES**

##### **1. Customer rights**

- 1.1** To use account services, e-banking services registered with Techcombank and (or) additionally use e-banking services and other products and services of Techcombank, in accordance with the provisions of the Terms and Conditions, Techcombank's regulations and the law.
- 1.2** Have the right to use the amount on the account through lawful and valid payment orders within the allowed balance, strictly according to the account's spending purposes as prescribed for account transactions.
- 1.3** Get interest for the amount on the account at the interest rate announced by Techcombank from time to time.
- 1.4** Being ensured by Techcombank on account balance safety and information security related to accounts and account transactions related to customers in accordance with the provisions of law.
- 1.5** Be provided with information periodically by Techcombank according to the agreement with Techcombank or provided with unexpected information about transactions and balances and limits related to the use of the Service (if any) at Techcombank.

- 1.6 Be entitled to change content using the service according to Techcombank's regulations. Request must be made in writing according to Techcombank's form and sent to Techcombank at least 02 (two) working days in advance.
  - 1.7 Have the right to request to review claims about errors and violations (if any) arising in the process of using the Service according to these Terms and Conditions.
  - 1.8 Customers have the right to change the registered information according to the provisions of the Process on Management and Update of Information applicable to Techcombank's individual customers and amended, supplemented documents and detailed instructions from time to time. Techcombank will make changes after checking, confirming and approving the customer's request to change information.
  - 1.9 Other rights as prescribed by the Terms, Conditions and relevant law provisions.
- 2. Customer's responsibility**
- 2.1 Compliance with Techcombank's regulations and the provisions of these Terms and Conditions on the use of the Service.
  - 2.2 Provide sufficient, accurate and timely necessary documents, papers and information as prescribed in the Procedure for opening and using current accounts for individual customers and Business households of Techcombank and amended documents, supplements and detailed instructions of Techcombank from time to time when registering to use the Service and during the use of the Service.
  - 2.3 Customers are responsible for providing information within the time limit requested by Techcombank or at the request of competent state agencies, and must update information continuously at Techcombank's request in accordance with the provisions of law so that Techcombank complies with any Laws or legal regulations, especially regulations on FATCA. Specifically:
    - (a) At any time when a customer becomes a US citizen in the future (this does not apply if the customer has informed Techcombank that the customer is a US citizen when opening an account), the customer must immediately contact Techcombank to update that information. If the customer becomes a U.S. citizen or detects one or more U.S. identification signs related to the customer's account(s) opened at Techcombank making the customer's account(s) considered as a U.S. citizen's account(s), the customer must immediately complete and send back to Techcombank any documents related to U.S. taxes or exemption documents that may apply to the customer and provide information to explain that the customer is not a U.S. taxpayer despite the U.S. identification signs that Techcombank requires from time to time. the customer agrees that in the event that the customer fails to provide any document relating to the taxes or exemption documents or fails to provide an explanation to prove that the customer is not a US taxpayer despite having such US identification signs, the customer will be deemed a US citizen or noncompliant account holder, and will be subject to a 30% deduction on deductible payments originating in the US;
    - (b) Customer agrees Techcombank may disclose information related to the customer's account when required by Law or Legal Regulations, especially the regulations on FATCA. Techcombank has

- the right to suspend account services and blockade or close the accounts of customers in case the operation of the account leads to Techcombank's violation of the regulations on FATCA;
- (c) Techcombank is not obliged to advise customers on tax. The customer is responsible for fulfilling his/her tax reporting and other obligations related to his/her account worldwide in accordance with regulations that the Customer is subject to, arising adjustments related to that account.
- (d) Customers are responsible for correctly answering the authentication questionnaire according to Techcombank's regulations when performing account support / service requests through the Call Center. The Center has the right to refuse and waive responsibility if the customer fails to meet this set of questions.
- 2.4** Promptly notify Techcombank of changes in information registered with Techcombank (identity document, address, telephone number, email address, electronic devices using e-banking services, biometric identification marks) or other information as prescribed in the Procedure for Management and Update of Information applicable to Individual Customers of Techcombank and its amending documents, supplements and detailed instructions from time to time.
- 2.5** Security of information, identification factors, security factors registered with Techcombank. Security of service username and electronic signature registered / provided; security of service password provided; change password periodically or at the request of Techcombank; security of electronic devices / software / tools / authentication signs registered / provided by Techcombank; change electronic devices periodically, or at the request of Techcombank.
- 2.6** Follow Techcombank's regulations on preparation of payment orders, use of payment instruments, payment transactions via accounts, use and storage of transaction documents, and assurance of payment safety measures regulated by Techcombank.
- 2.7** Check and pay all fees related to the use of the Service according to the fee schedule set by Techcombank from time to time. Authorize Techcombank to automatically deduct these fees on the account.
- 2.8** Ensure that there is sufficient minimum balance on the account and the allowed balance on the account to perform payment orders, transfer money and pay fees in accordance with the Regulations on Opening and Use of Current Accounts for Individual Customers of Techcombank and Techcombank's amending, supplementing and detailing documents from time to time. Be responsible for paying in excess of the balance on the account unless there is an overdraft agreement with Techcombank.
- 2.9** Not to rent or lend account or username and / or password / electronic signature / electronic device / tool / software to access / authenticate e-banking services, not to use your account for payment transactions for amounts with proof of illegal origin.
- 2.10** Promptly notify Techcombank when detecting errors or mistakes on their accounts or their accounts is taken advantage of or when suspecting information disclosure or loss or when detecting passwords, electronic devices and (or) electronic signatures are incorrect or not correct as requested by them.

- 2.11** Refund unconditionally to Techcombank within 03 days from the date Techcombank sends a notice to the Customer at Techcombank's request for the amounts that customers withdraw excess, withdraw over the balance, transactions mistakenly credited to the Customer's account, complaint verification transactions at ATMs and retail banks that have been advanced to the customer and other confusion transactions. Agree to let Techcombank automatically deduct these amounts without prior notice to the Customer.
- 2.12** Unless Techcombank makes an error, the customer accepts invoices and documents related to the Transaction recorded and provided by Techcombank's management system and / or card payment organizations, card organizations, payment organizations, payment portals (including Transactions that are not performed by the customer).
- 2.13** Customers are fully aware of and commit to bearing risks in case their payment and money transfer transactions are confiscated, seized or suspended by foreign organizations or any country (due to involvement in sanctions, crimes, terrorism, terrorist financing, money laundering, subjects of court orders, agencies in foreign countries or other reasons prescribed by law from time to time).
- 2.14** In case the customer uses the Service for association, transaction, payment with service providing units, the customer is responsible for transactions that provide inaccurate service code, payment code and other information on the Service interface; resolve disputes related to the provision of services by the service providing unit about the payment amount, payment code, time; take responsibility for transactions sent many times and other problems between the customer and the service providing unit at all times, including before, during and after Techcombank has transferred money to the service providing unit's account.
- 2.15** The customer authorizes Techcombank to automatically debit the customer's account to (i) Pay transactions and actual interest, fees and expenses arising in the process of account management and provision of Services that the customer has registered to use; (ii) Fulfill payment obligations of the customer under the decision of the competent authority; (iii) Techcombank debits to recover withdrawn transactions of excess, withdrawn over the balance, incorrectly credited amounts, excess amounts in the account; (iv) offset the customer's obligations at Techcombank and handle other cases as agreed between Techcombank and the customer or the provisions of law.
- 2.16** Customers are responsible for monitoring account balance and transactions, Debit and Credit Notes; periodically or unexpectedly receive statements, information, account transactions at Techcombank's transaction counters. All questions, complaints, and inquiries of customers related to accounts, account transactions must be done within 60 days from the date the transaction arises or from the date the rights and interests of the customer are violated. Techcombank has the right to refuse to solve all questions, complaints, and inquiries of customers related to accounts, account transactions if the customer does not perform within the above time limit.
- 2.17** Within 60 days from the date the customer receives the transaction notice or from the date the customer's rights and interests are violated, the customer is responsible for sending Techcombank a review request or complaint (if any) by one of the following methods: (i) via telephone switchboard

(phonic, operating 24/24 hours a day, 7/7 days a week); (ii) in writing at Techcombank's transaction counter; (iii) by other appropriate methods as prescribed by Techcombank from time to time. In case the customer sends the review request or complaint via telephone switchboard, the customer is responsible for adding a review request or complaint using Techcombank's form within 03 working days as an official basis for processing the review request or complaint. Customers must be responsible for all arising risks (if any) caused by customers making complaints past the above time limit. customers must pay a complaint fee according to Techcombank's Help Request Process.

**2.18** Customer undertakes and warrants that the email address registered by the customer with Techcombank must be a valid one, has been activated, is active and only has legal access and use by the customer.

**2.19** For account services provided by Techcombank through E-Banking and Debit Card Services, customers need and have the following obligations:

**2.19.1** Follow the Service provision and use process strictly according to the provisions of this Terms and Conditions;

**2.19.2** Properly use, manage, ensure safety and security for Electronic Signatures, Electronic Devices, Cards and/or identification factors, security factors, methods of customer identification depending on each means, methods, transaction processes;

**2.19.3** Recognize & Obligation of Customer:

- (a) E-banking and card transactions may present certain risks regarding security, continuity and force majeure events such as transmission line, power, network, electronic equipment, viruses, technical errors, confusions, or frauds.... responsible customers have fully assessed and aware of the risks that may arise. customers accept to perform transactions bearing all arising risks;
- (b) Customers are responsible for being careful in making transactions; ensuring the transaction process is accurate and complete, and thoroughly checking information and data before sending orders to Techcombank. Techcombank is not responsible for information processed by Techcombank off the system;
- (c) The customer recognizes, irrevocably and fully takes responsibility for, and makes payment for all transactions performed by Electronic media/Cards and/or transactions that use the customer's Electronic Signature (for transactions that require a digital signature according to Techcombank's regulations) or transactions performed that use identifiers and/or other privacy factors without a digital signature;
- (d) Any transaction order performed and recorded on Techcombank's system is deemed valid and binding to the customer after Techcombank checks the authenticity of the transaction order by checking the correct digital signature or other identification and / or security factors. Documents, vouchers and data related to the provision of services and / or transactions between Techcombank and the Customer, data recorded, confirmed and

stored by Techcombank's system will be proof of the customer's transaction with Techcombank and have legal validity;

- (e) Customers are responsible for activities occurring due to their electronic data and transactions in accordance with regulations and are responsible for any damage caused by accidental or intentional disclosure of electronic signatures and other electronic devices, leading to being taken advantage of by thieves.
- (f) For transaction orders that require original documents as prescribed by law or Techcombank, the transaction order is only deemed valid and performed when Techcombank receives all attached original documents;
- (g) Customers must notify Techcombank in the fastest possible form when detecting or suspecting unauthorized access; disclosure of electronic signatures, identification factors, security factors, access accounts, and other fake and fraudulent phenomena. customers must confirm their notice in writing to Techcombank (if they have notified in any other form).

**2.20** The use of account services by customers at Techcombank must fully comply with the provisions of law, the provisions of the Terms and Conditions and their amendments, supplements and replacements from time to time. In case the customer does not agree with any of the amendments to these Terms and Conditions, the customer has the right to terminate the use of the Service and must pay all the fees that the customer has used in accordance with the provisions of these Terms and Conditions.

**2.21** Customers agree with the entire content of the attached Data Privacy Statement and be published at the counter, Techcombank's website.

**2.22** Other responsibilities as prescribed by the Terms, Conditions and relevant regulations of law.

### **3. Techcombank rights**

**3.1** Being entitled to automatically debit, block, temporarily block, release, close, convert, and settle account balance of customers as prescribed in Techcombank's Regulations on opening and use of current accounts for individual customers and Techcombank's amended, supplemented and detailed instructions from time to time to handle the cases according to the Terms and Conditions, the agreement between Techcombank and the customer and the provisions of the law.

**3.2** Being entitled to automatically debit/tract on the account that the customer has registered and/or on any customer's account at Techcombank to (i) Pay transactions and actual interests, fees, charges arising in the process of account management and provision of E-banking and card services; (ii) Fulfill payment obligations of the customer under the decision of the competent authority; (iii) Techcombank extracts to recover transactions withdrawn in excess, withdrawn over the balance, amounts mistakenly credited, surplus in the account; (iv) offset the customer's obligations at Techcombank and handle other cases as agreed between Techcombank and the customer or the provisions of the law.

**3.3** Open, close, change the maximum, minimum limit, change the interest rate according to the agreement with the customer and / or Techcombank's regulations on opening and using current accounts, issuing



payment cards and using e-banking services for individual customers and amended and supplemented documents from time to time from Techcombank.

- 3.4** Being regulated on safety measures in payments depending on the requirements and peculiarities of Techcombank's operations.
- 3.5** Request customers to provide sufficient information and necessary documents when requesting to use the Service and in the process of using the Service.
- 3.6** Penalize for violation of regulations on using agreed account, E-banking service, and card service.
- 3.7** Send advertising about Techcombank's products and services to customers via one of the following media: email, messages via customers' mobile phones (in case the Customer agrees on the Account Opening Application), the corresponding Service screen or otherwise as Techcombank considers appropriate.
- 3.8** Techcombank will be exempt from all responsibilities and risks arising in case the customer chooses to receive the card through the post office, or authorizes to receive the card.
- 3.9** Instruct customers to comply with regulations on account opening documents and relevant regulations on account use. Techcombank has the right to promptly correct accounts that are incorrectly opened or used inaccurately.
- 3.10** Carry out accounting according to the arising economic operation to the customer's account on the basis of lawful and valid accounting documents received, adjust the incorrectly accounted items, accounted not according to the nature or in accordance with the content of the account as prescribed.
- 3.11** Supply fully at Techcombank's transaction counter or according to the methods registered by the customer for payment transactions, account balance, account documents.
- 3.12** Ensure the safety of the balance on the account in accordance with the provisions of law; protect the security of information related to the account, account transactions; provide information related to the account in accordance with the provisions of law.
- 3.13** In case Techcombank detects that users of e-banking accounts or services violate current regulations or agreements with customers, or that there are signs of violation of law, Techcombank has the right not to perform payment service requests of customers, retain exhibits and immediately notify competent authorities for review and handling.
- 3.14** Being entitled to terminate / refuse / suspend Service provision when receiving customer's request or having notice Cards / Electronic Devices / Software to access / authenticate e-banking services are stolen, lost, registered incorrectly or lost security capacity; Disclosure Signature / Electronic Signature or suspect Service that customers use is being abused; or transaction is beyond Techcombank's control / security.
- 3.15** Debit the disputed amount and fees when there is a dispute between the customer and Techcombank.
- 3.16** Have the right to lock/suspend the Service if receiving the request to lock/suspend the use of the Service sent from the electronic mailbox/phone subscriber number that the customer has registered or the request sent from the method/software attached to the username of the customer or according to other methods/transaction channels specified by Techcombank from time to time.

- 3.17** Being entitled to proactively temporarily block access to Service to protect the safety of customers in case the customer does not access and use the Service for a continuous period of time (this period is regulated by Techcombank) or in case Techcombank detects risks and risks of information security.
- 3.18** When upgrading or developing e-banking services, Techcombank is allowed to add and provide additional service utilities to customers without informing or requiring customers to register for additional services.
- 3.19** It is allowed to collect, use and share customer information (including information specified in Techcombank's Data Privacy and Security Notice) for the purposes of data processing in accordance with these Terms and Conditions, and the Data Privacy Statement is attached to and published at the counter and on Techcombank's website.
- Data privacy statement is an integral part of the Terms, Conditions, and Account Opening and Use Request cum Contract between Customer and Techcombank
- 3.20** Techcombank has the right to permanently block the customer's card in case Techcombank receives a cardholder's complaint checking request about that card having fraudulent or fake transactions to support customers in checking transactions; or cards that do not meet the SBV's Technical Standards incur risks and fraud; or cards that are issued excess due to Technical or system errors, etc. In case the customer does not accept the cancellation / locking of the card, the customer will fully bear the damage incurred and the Bank will not be able to handle the customer's checking request because the Bank does not have sufficient grounds in accordance with regulations of international card organizations / switching organizations. If Techcombank determines that a customer's card contains a fraudulent or fake transaction, the customer's card will be reissued free of charge. Cases where the customer's card is not related to a fraudulent or fake transaction, the customer's card will be reissued according to the fee schedule issued by Techcombank from time to time.
- 3.21** Techcombank is not responsible if the mobile device of the customer has registered to use e-banking services Techcombank is hacked by a malicious code or compromised by a third party, thus compromising the right of the customer to use e-banking services and causing loss of money.
- 3.22** Other rights as prescribed by the Terms, Conditions and relevant law provisions.

#### **4. Responsibilities of Techcombank**

- 4.1** Comply with regulations on providing services to customers according to the Terms, Conditions and regulations of law.
- 4.2** Keep information related to customers and accounts secured in accordance with the provisions of law.
- 4.3** Perform fully and promptly payment orders, customer's account use requirements in accordance with the rules and agreements between Techcombank and the Customer; control the payment orders of the Customer; ensure the correct formulation of prescribed procedures, legality, validity and matching with the registered factors; fully and promptly provide necessary services and payment media to serve the transaction needs of the Customer.

- 4.4 Address customer queries and complaints regarding the use of the Service in accordance with the provisions of the law and the provisions of each Techcombank's Service.
- 4.5 Suspend the provision of Card Services upon receiving the customer's notice of the Card being lost, stolen and/or the PIN signature being disclosed. Techcombank is only responsible for Transactions that have been requested to be suspended by the customer after Techcombank locks the card.
- 4.6 Responsible for temporarily suspending the provision of e-banking services when receiving the customer's notice about one or more of the following factors: Token Key / mobile phone / phone sim / electronic devices are lost or stolen; and / or the signature / digital signature is revealed, or the customer requests to stop using the registered personal digital signature (password).
- 4.7 Techcombank is not responsible for any damage caused by causes beyond Techcombank's control leading to the inability to perform the Service (a force majeure event) including causes of Technical breakdown, vandalism, earthquake, natural disaster, network blockage, transmission failure, power failure.
- 4.8 Other responsibilities as prescribed by the Terms, Conditions and relevant law provisions.

## **V. TRANSACTION DATE AND EFFECTIVENESS**

1. Techcombank will account on the same working day for transactions performed before the time locked days as prescribed by Techcombank (Vietnam time) from Monday to Friday.
2. For Money Transfer Transactions for Accounts outside the Techcombank system: Techcombank will debit the account on the same working day and the money will be transferred to the Interbank Electronic Payment System within maximum 2 working days (excluding Saturdays) from the time the transaction arises.

## **VI. NON-CANCELLABLE TRANSACTIONS**

1. Customers cannot cancel, change, deny or reject any successfully performed Transaction (i.e. from the moment the data has been entered into the Techcombank's processing system). In case the customer wants to cancel his request for Transaction performance, Techcombank has the right (but not the obligation) to consider provided that (i) the transaction cancellation request is sent to Techcombank immediately after the customer makes the transaction, and (ii) Techcombank has not recorded and / or has not processed the Transaction on its system at the request of the Customer, and (iii) the cancellation of the Transaction does not affect the interests of Techcombank as well as the rights and interests of any other third party.
2. Any Transaction that has been successfully performed will be considered valuable and irrevocable by Techcombank and the customer is guaranteed to bear full responsibility and obligation to Techcombank for those Transactions.

## **VII. FEES AND TRANSACTION LIMIT**

1. The table of Service use fee and related services will be specified by Techcombank from time to time in accordance with the provisions of law, publicly announced at Techcombank's headquarters and on Techcombank's website or notified to customers via one of the forms of email or SMS or phone that customers register as a method of contact with Techcombank. The minimum period from the date of

notification to the date of application of changes in fees is 07 days and is specified in the contract for issuance and use of cards of Techcombank.

2. Service registration fee is collected once at the time the customer registers to use the service.
3. Card annual fee is automatically collected by Techcombank once a year and collected after the branch updates the status of the customer who has received the card on the system.
4. Other fees are published on Techcombank's website from time to time.
5. Techcombank may change or set limits for Transactions from time to time and will be published on Techcombank's website. customers will not withdraw or pay beyond the limit according to Techcombank's published regulations from time to time.

## **VIII. AMEND THE CONTENTS OF TERMS AND CONDITIONS; TEMPORARY TERMS AND TERMS OF SERVICE**

1. Customers agree that Techcombank is entitled to change and/or amend and/or adjust the Service and the Terms and Conditions; allowed to lock / suspend / terminate / refuse / amend / add / change Interface / Change Service name and other adjustments related to the provision of Service to the Customer. Upon the occurrence of these events, Techcombank will notify on the website and/or send a notice to customers via one of the following means: email, landline, SMS via customer's mobile phone number, Service screen respectively or otherwise notify Techcombank as appropriate. Changes, amendments, adjustments will be effective on the date specified in the notice. In case the customer does not agree with any modification of these Terms and Conditions, the customer has the right to terminate the use of the Service and pay all fees that the customer has used according to the provisions of these Terms and Conditions. The continued use of the Service by the customer after Techcombank modifies these Terms and Conditions means that the customer fully accepts the changes.
2. Cases of Service Termination:
  - 2.1 Customers have the right to terminate the use of the Service according to Techcombank's prescribed procedures for opening and using current accounts for individual customers, business households and amended and supplemented documents from time to time. And after fulfilling its obligations to Techcombank, Techcombank will terminate the use of the Service by the customer after 07 (seven) days from the date of receipt of the customer's written notification of the termination of use of the Service or from the date Techcombank's electronic system records the disapproval of the amended terms and conditions and the customer fulfills his/her obligations to Techcombank. During that period, customers who still use the Service shall comply with the amended content of the Terms and Conditions as notified by Techcombank on the website.
  - 2.2 Techcombank has the right to terminate/ refuse/ suspend the provision of the Service in the following cases:
    - (a) Customers do not comply with the Terms, Conditions, regulations of Techcombank or the law on the use of services;
    - (b) According to the decision, requirements of law or competent state agencies;

- (c) Cases involving fake, risk or fraud or when the interests of Techcombank / customers / third parties may be compromised;
- (d) When Techcombank suspends services for system maintenance / upgrade, when there are problems with telecommunications service providers, when there are problems due to causes beyond Techcombank's control, leading to customers being unable to perform the Service, including the causes: Technical problems, vandalism, earthquakes, natural disasters, network disruption, power failure caused by service suppliers or Techcombank;
- (e) When trading not within the limit registered by the customer;
- (f) Customers do not comply with the security requirements or services are subject to risk as recommended by the relevant organization;
- (g) Suspect transactions related to criminal factors, money laundering, violations of the law or to implement money laundering prevention policies in accordance with Techcombank's regulations and the Laws;
- (h) Cases related to objective incidents and force majeure are beyond Techcombank's control.

**2.3** In case of termination of Service provision, Techcombank will send a notice to the customer as prescribed in the Terms and conditions.

**2.4** Techcombank unilaterally stops, terminates the provision of services and notifies the customer 30 days in advance from the time of service termination, except for the cases specified at point 6.10 Section II Article B in these Terms and Conditions.

#### **IX. RECEIVE AND PROVIDE INFORMATION; RESPONSE TO REQUEST VIA TELEPHONE:**

1. Techcombank will receive, provide information, solve requests via telephone switchboard for some requests from account holders such as: Temporarily locking / temporarily unlocking current account, closing current account, debit cards / internet banking / providing transaction information, re-issuing debit cards for some cases of loss / failure / breakage / conversion of card type as required by law and / or other services (if any) according to Techcombank's regulations from time to time
2. Techcombank is entitled to process the customer's call to the Mainline if that Customer answers correctly Transaction password via phone / set of identification questions as prescribed by Techcombank and Techcombank is exempted from all relevant liabilities for processing this request in case of fraud or impersonation because the Customer reveals the transaction password via phone / transaction information / other relevant information to a third party.

#### **X. ADJUSTMENTS TO LAW AND SETTLEMENT OF DISPUTES**

*These Terms and Conditions* are governed by Vietnamese law. If there is any dispute arising from the implementation of *these Terms and Conditions* between the customer and Techcombank, the dispute will first of all be resolved through Negotiation and mediation. If the 30 day time limit expires from the date a party raises a dispute, the parties cannot mediate, the Parties have the right to take the dispute to the competent Court in Vietnam for resolution.

#### **XI. EFFECT**

*These Terms and Conditions are effective for the opening, use of accounts and use of account services by customers at Techcombank. Request cum Contract of opening, using account and using account services is an integral part of **these Terms and Conditions**.*