

Terms and conditions for registration and use of authentication methods for individual customers (hereinafter referred to as "the T&C") stipulate the rights and obligations of Vietcombank and Customers in the course of using authentication methods provided by Vietcombank when using Vietcombank's products and services. Customers are considered to have accepted and agreed to all the contents of the T&C when signing on the form of registration/ change of authentication method or confirmation of agreement electronically. The T&C and "Electronic Banking Service Registration Form"; "The application for opening of personal customer information, transaction account and banking service registration" (paper or electronic version) after being signed between Customers and Vietcombank will be a legal binding between the parties and is an integral part of the banking service contract signed between Vietcombank and Customers.

#### **Article 1. Definition of terms**

1. **Authentication method:** The method used by Vietcombank to authenticate customers when making transactions on VCB Digibank channel and other channels as prescribed by Vietcombank from time to time, including: VCB Digibank login password (MPIN), Biometrics, SMS OTP, Vietcombank Smart OTP.
2. **OTP – One time password:** Password is valid for one-time use and valid for a certain period of time.
3. **Biometric authentication method:** is the use of face ID solutions, fingerprints, veins, voice, retina, etc (collectively called biometrics) to authenticate customers according to Vietcombank's regulations from time to time.
4. **SMS OTP authentication method:** is the authentication method in which the OTP code is sent via SMS to the Customer's registered phone number
5. **MPIN authentication method (Service login password):** is the authentication method in which the customer uses VCB Digibank login password to authenticate transactions.
6. **Vietcombank Smart OTP authentication method:** is the authentication method in which the OTP code is generated by the Smart OTP application. This application can be integrated into VCB Digibank application (called integrated Smart OTP) or operated as a standalone application (called standalone Smart OTP). Vietcombank Smart OTP authentication method includes 02 forms of OTP code generation:
  - The OTP code is generated by the system through the customer entering the transaction verification code or scanning the QR code to enter the transaction verification code into the Smart OTP application.
  - The OTP code is generated by the system and automatically displayed on the interface screen of VCB Digibank's application when the customer authenticates the transaction.

## **Article 2. Conditions for using authentication mode:**

### **1. Conditions of general use**

Customers need to complete the registration requirements, accept all terms of use of Vietcombank's banking services which require the implementation of authentication methods and terms of use of authentication methods. Vietcombank's regulations are specified in each period.

### **2. Conditions for using each authentication mode**

#### **a) Biometric authentication method**

- Having a mobile device or tablet with the function of unlocking the device by biometric method
- Register to use electronic biometric authentication method with Vietcombank in electronic form according to Vietcombank's regulations each period

#### **b) SMS OTP authentication method**

- Customers have registered to use VCB Digibank or other banking services that need to be authenticated as regulated by Vietcombank from time to time.
- Having a mobile device connected to the telecommunications network in accordance with Vietcombank's regulations from time to time.

#### **c) MPIN authentication method**

- Registered to use VCB Digibank service.

#### **d) Vietcombank Smart OTP authentication method**

- Having a mobile device (smartphone or tablet) using the operating system as prescribed by Vietcombank in each period. Note: The authentication method of Vietcombank Smart OTP does not support mobile devices that have interfered with the operating system level (jail break, unlock, rooted...)
- Complete downloading, installing and activating Vietcombank Smart OTP application to Customer's mobile device.

## **Article 3. Scope of service and transaction limit**

- Subject to the laws and policies of Vietcombank each period, Vietcombank regulates the scope of detail application of each authentication method corresponding to each type of service Vietcombank is providing to the Customer and transaction limits apply by each type of authentication method.
- The scope of application and transaction limit will be notified by Vietcombank to customers through one of the following channels: Official website of Vietcombank; notice at Vietcombank transaction points; VCB Digibank (App/ Web channel); sent to email or mobile phone or postal address provided by Customer to Vietcombank.
- For the integrated Smart OTP authentication method, after canceling the VCB Digibank service, the Customer can continue to use the integrated Smart OTP at the login interface of the VCB Digibank application to authenticate transactions made on other online channels as prescribed by Vietcombank from time to time. In case the customer registers to use VCB Digibank again, as soon as the service is activated successfully, the system will automatically cancel the Smart OTP associated with the customer's old phone number/ old device.

## Article 4. Customer rights and obligations

### a) Customer's Rights

- Having the right to use the authentication methods provided by Vietcombank.
- Request Vietcombank to update the user registration information, reset password, lock, unlock/ reactivate authentication method according to the updated registration procedure prescribed by Vietcombank. Vietcombank will execute Customer's request after checking and accepting this request.
- Having the right to register changing the authentication method and transaction limit of the authentication method within the allowed limit corresponding to the service package.
- Having the right to complain to Vietcombank about errors, violations (if any) arising during the use of authentication method in accordance with law. Complaints will be made according to the regulations of each banking service that the Customer uses.
- Customers have the right to request termination of the use of authentication methods.
- Exercise other rights of the Customer in accordance with this provision and relevant provisions of law.

### b) Customer's obligations

- Customers are responsible for ensuring the registration process, the operation of using accurate and complete authentication method in accordance with the instructions of Vietcombank.
- Customers are responsible for securing the devices setting up the authentication method or the device receiving the OTP code, taking measures to prevent and block the unauthorized use of such devices within their capabilities.
- Fully responsible for installing standalone Smart OTP application on mobile device which is authenticated by activation code sent to Customer's registered phone number Vietcombank Smart OTP.
- Fully responsible for activating Smart OTP integrated on VCB Digibank application.
- Customers are obliged to keep information of authentication method and/ or other relevant information provided by Vietcombank. All transactions authenticated via username, password and authentication method provided to Customer by Vietcombank are understood to be transactions made by Customer's will.
- Only the authentication methods provided by Vietcombank on the official transaction channels, prescribed by Vietcombank from time to time, are legally valid and binding on the related parties.
- Customer agrees to let Vietcombank automatically debit any Customer's payment account to collect the fees and financial obligations incurred to pay Vietcombank when the Customer uses the authentication method
- Take full responsibility when the username, password, authentication information is revealed, stolen, taken advantage of due to the Customer, even when this T&C expires.
- When demanding to stop using the authentication method, the Customer is responsible for notifying Vietcombank in one of the following forms as prescribed by Vietcombank from time to time, including: contacting legal transaction points of Vietcombank, request on VCB Digibank (App/ Web channel), call Customer Support Center – VCC of Vietcombank

- Update information at Vietcombank's transaction points in case the Customer has any change of phone number to receive OTP code.
- To perform other obligations in accordance with this T&C, agreement between the parties and the provisions of law.

## **Article 5. Rights and obligations of Vietcombank**

### a) Rights of Vietcombank

- Not responsible for any damages caused by the error of the Customer revealing the username, password, authentication information for any reason.
- Not responsible for Customer using software, documents or following instructions not provided by Vietcombank.
- Send information about Vietcombank's authentication method to customers in one of the following ways: Notice at Vietcombank's transaction points, via VCB Digibank or; sent to email or mobile phone or postal address provided by Customer to Vietcombank.
- Vietcombank reserves the right to change the contents of this T&C by sending notice to the Customer. Customer is deemed to have received notification if:
  - o These notices have been posted on Vietcombank's official website at: <http://portal.vietcombank.com.vn>; or
  - o Be informed at Vietcombank transaction offices; or
  - o Be informed via the VCB Digibank (App/ Web channel); or
  - o Sent to email or mobile phone or postal address provided by Customer to Vietcombank
- Vietcombank has the right to actively stop providing authentication methods to customers when:
  - o For reasons beyond Vietcombank's control, prevention and anticipation, Vietcombank is no longer able to provide an authentication method or Customers are no longer subject to the authentication method specified in this T&C and other relevant regulations of Vietcombank, or Customer's authorized representative not approved by Vietcombank.
  - o Due to changes in government policies, Vietcombank is unable to continue providing these services to customers.
  - o Other cases as stipulated by Vietcombank in each period.
  - o In case Vietcombank proactively stops providing authentication methods to customers, Vietcombank will notify customers in one of the following ways: Notification on website, notices on Vietcombank's application, written notices version, email and other forms regarding the suspension of Vietcombank from providing authentication methods.
- To exercise the rights provided for in other provisions of this T&C, Vietcombank's internal regulations and relevant provisions of law.

### b) Obligations of Vietcombank

- Comply with applicable laws and regulations on security and confidentiality in e-banking transactions.
- Provide authentication method within the scope of customers registering to use and negotiate with Vietcombank.

- Keep customers' information confidential as prescribed by law. Vietcombank only provides information related to the Customer, information about the Customer's transactions to a third party with the permission of the Customer or at the request of the authorised State agencies, under the law; or provide Vietcombank employees, third parties and/ or individuals/ organizations acting on behalf of Vietcombank to provide Services to Customers when such employees, third parties need to know the information to process data. , execute Vietcombank's electronic banking order or resolve disputes (if any) between Customer and Vietcombank regarding the implementation of this T&C provided that a third party and/ or individual/ group The organization has a commitment with Vietcombank to ensure the responsibility to keep the provided information confidential.
- Ensuring the rights of customers when authenticating transactions by the authentication methods provided to customers by Vietcombank.
- Lock Customer's right to use authentication methods when receiving Customer's notice about the lost authentication device and/ or disclosure of Customer's authentication method login information.
- Resolving Customer's complaints regarding the use of Vietcombank's authentication method.
- Fulfill the obligations of Vietcombank prescribed in other provisions of this T&C.

#### **Article 6. Handling of problems in the process of using authentication method**

- a) Customers need to immediately call Customer Support Center – VCC of Vietcombank; or go to Vietcombank's transaction offices for instructions on handling if:
  - Customers cannot access the Vietcombank Smart OTP application or suspect that their username, password, authentication information is revealed or forgotten their password or username; or
  - Customers discover any issues or technical problems related to the operational safety of Vietcombank Smart OTP application and Hard Token devices.
- b) In case the Customer enters the wrong password of the Authentication Method (applicable to Vietcombank Smart OTP, Advanced Hard Token) more than the maximum number of times prescribed by Vietcombank in each period, the Customer will be locked the access rights. Depending on Vietcombank's policy from time to time, Customers can request to reactivate/ unlock applications/ devices at Vietcombank's transaction points or on VCB Digibank.

#### **Article 7. Case of liability exception**

Vietcombank is not liable for any loss or damage of Customer arising from/ due to:

- a) Customer discloses/ discloses authentication information and/ or other information related to the transaction to others; or
- b) Customer discloses/ discloses authentication information and/ or other information related to the transaction to others; or – Interruption, delay, unwillingness or any incident occurred during the process of checking information and obtaining authentication code on the authentication methods registered by the Customer due to causes outside the reasonable control of Vietcombank including: disruption of Vietcombank's system (due to need to be upgraded, repaired to better

serve customers), transmission line problems of service providers Internet, transmission line incidents of telecommunication networks, electrical incidents, force majeure events such as epidemics, disasters, wars, terrorism, natural disasters, floods, fires, lightning strikes and/ or other events other force majeure events occur; or

- c) Incidents related to customer devices (including operating system problems); or
- d) Customer's equipment is used by other people with or without the customer's consent; or,
- e) Vietcombank's compliance with the decisions of authorised state agencies.

#### **Article 8. Validity term and termination cases**

- a) This T&C and the amendments/ supplements (if any) are binding as a contract between Customer and VCB from the time Vietcombank publishes the content on the website (or other suitable method) approved by Customer through:
  - Customers who register to use any Authentication Method; or
  - Customers follow the instructions of commitment to comply on the Registration screen for the respective authentication method; or
  - Customer has previously registered and continued to use any Authentication Method after Vietcombank posted this T&C on Vietcombank's official website and/ or sent to Customer's registered email address and/ or listing at Vietcombank transaction points.
- b) This provision expires when the Customer stops using the authentication method and the parties have fulfilled all rights and obligations under this T&C and other relevant provisions of the Law and Vietcombank.

#### **Article 9. Dispute settlement in the process of using authentication method**

Any dispute arising out of or relating to this T&C shall be settled on the basis of negotiation between the parties. In case of non-negotiation, such dispute will be resolved at the authorized People's Court where Vietcombank's office is located at the time of filing the lawsuit.

#### **Article 10. Changing the content of terms and conditions**

- a) Vietcombank reserves the right to change the contents of this T&C by giving notice to the Customer. Customer is deemed to have received notification if:
  - These notices have been posted on Vietcombank's official website at: <https://portal.vietcombank.com.vn>; or
  - Be informed at Vietcombank transaction offices; or
  - Be informed via the VCB Digibank (App/ Web channel); or
  - Sent to email or mobile phone or postal address provided by Customer to Vietcombank
- b) Vietcombank is responsible for notifying Customer at least 03 business days before the effective date of changes of the T&C, unless such changes must be made immediately in accordance with applicable laws and regulations and/ or at the request of a governmental authority. If Customer continues to use the Service after the effective date of changes of these Terms and Conditions, it is understood that Customer accepts such changes and Vietcombank does not need to have any further Customer's acceptance.

## Article 11. Other provisions

- a) In case any provision or a part of any provision is invalid by law, it will not affect the validity of other provisions of this T&C.
- b) In case this T&C and Vietcombank Smart OTP application are made or displayed in many languages, the Vietnamese version is valid, the translations in languages other than Vietnamese are only for reference.
- c) Issues not specified in this T&C shall be implemented in accordance with other relevant provisions of Vietcombank, laws and agreements between the parties.

### Vietcombank's contact details:

- ✓ Vietcombank's official website: <https://portal.vietcombank.com.vn>
- ✓ Contact Center 24/7: hotline 1900545413;
- ✓ Network of transaction offices of Vietcombank: posted on Vietcombank's official website;
- ✓ Head office: Joint Stock Commercial Bank For Foreign Trade of Vietnam
  - Address: 198 Tran Quang Khai, Hoan Kiem District, Hanoi, Vietnam
  - Tel: (84.24) 3934 3137
  - Fax: (84.24)3826 9067