

We would like to express our sincere thanks to the Customers for opening and using e-Banking services at IVB.

It is very important for you to read these General Terms and Conditions for opening and using e-Banking services provided by IVB. You hereby agreed that once you have registered services at IVB, then you have read, understood and legally bound by this Agreement.

ARTICLE 1: DEFINITION

- 1.1. **“Bank” or “IVB”** means Indovina Bank Limited.
- 1.2. **“Customer”** means any individual or organization registered IVB e-Banking service and approved by IVB.
- 1.3. **“Terms and Conditions”** is this Terms and Conditions and all Terms and Conditions amended, implemented that IVB inform to Customer at each period.
- 1.4. **“Business Unit” or “BU”** including Head Office, Business Center, Branches, Transaction Offices and Business Divisions belongs to IVB.
- 1.5. **“IVB E.Banking service”** is online Banking service that IVB provides Customer through devices connected to internet. Follow with, depending on the specific transaction channels providing to each Customer at each period, including: Internet Banking, Mobile Banking, SMS Banking which then named service.
- 1.6. **“IVB Internet Banking”** is online banking service, through which Customer access on website <https://ebanking.indovinabank.com.vn> by username and password to make Banking transaction registered with IVB.
- 1.7. **“IVB Mobile Banking Service”** is banking service through mobile phone allowing Customer to make banking transactions through IVB Mobile Banking application set up on Customer's compatible mobile phones.
- 1.8. **“IVB Mobile Banking application”** is application provided to Customer by IVB to set up on mobile phone to make e-Banking transactions registered.
- 1.9. **“IVB Sending, receiving SMS”** is SMS service through Customer's devices via IVB's message switchboard allowing Customer have account at IVB to inquire information of the account of Customer and/ or receive SMS sent by IVB to the Customer.
- 1.10. **“Account”** is Customer's accounts at IVB
- 1.11. **“Co-owner account”** is an account opened at IVB with at least two or more holders". Co-owners can be either organizations or individuals. The purpose of using the rights and obligations of the co-owner account holders, and other terms and conditions related to the use

of the co-owner's account must be clearly stated in writing. Non-term savings / term savings / term savings co-owner accounts are not eligible for transactions via e-Banking.

- 1.12. **“User Name”** is one of identification element automatically set up by IVB's system or customers which relates to the service used to log into IVB e-Banking.
- 1.13. **“User”** is customers registered with IVB in order to use products, services through Internet Banking by the level offered by IVB.
- 1.14. **“Password” (PIN)** is the string of letters including numbers, codes, and phrases issued by IVB to identify customers when using service. Password must be changed for the first log-in that Customers use when logging into IVB e-Banking. **“Security code”** or **“OTP code”** is one-time password (OTP) sent to customers by IVB system through message, security device or other sending methods informed by IVB each periods to identify customers' transactions.
- 1.15. **“Security device”** is devices delivered to customers by IVB for creating security codes.
- 1.16. **“Second identification factor”** is Customer identification code automatically created from the IVB confidential system and giving notice to the Customer through SMS Token or Hardware Token for identifying the Customer before making each financial Transaction.
- 1.17. **“Identification element”** includes username, password (if any) and/ or security code and/ or any identification elements by IVB's regulations by each periods.
- 1.18. **“Identification method”** is the way IVB uses identification elements to identify customers when using service.
- 1.19. **“Fingerprint identification”** is identification element basing on biometric recognition of security devices and other devices that IVB accepts to provide customers with fingerprint identification method to use service.
- 1.20. **“One time activate code (OTAC)”** is the string of random letters automatically generated by IVB system to activate IVB Mobile Banking application after successfully setting up on Mobile Phone by customers. One time activate code is effective in a period of time based on IVB's terms.
- 1.21. **“Registered device number”** means its mobile phone number used to receive OTAC and install IVB Mobile application, make SMS Banking transaction, receive SMS and other information as registered by the customer.
- 1.22. **“Time of transaction receiving”** is the time payment system of IVB ready to receive IVB e-Banking's transactions
- 1.23. **“Transaction requirement”** is any requirement or guide sent to IVB through using username, password (if any) and/ or security code or any other identification elements by IVB's regulations each period.

- 1.24. **“Valid transaction requirement” (or “valid requirement”)** is transaction requirement accepted by IVB if requirement content belongs to the scope of providing service and meet the service’s regulations.
- 1.25. **“Future transaction”** is transactions made by customers and set up one valid day in future.
- 1.26. **“Fraudulent transaction”** is the case another customer who is not true customer using identification elements of true customer to make transactions that not allowed by the Bank.
- 1.27. **“COT- Cut off time”** is the last time in working day by IVB’s regulations on which IVB handles with customers’ requirement.
- 1.28. **“The third partner”** is individual/ organization/ service provider who have cooperate directly with IVB in providing service to customers.
- 1.29. **“Invoice code”** means a code provided by a service supplier to the customer on the invoice, document, condition, term of payment relating to a certain service.
- 1.30. **“Service supplier”** means a Company providing service to the Customer
- 1.31. **“Payment order, e-remit”** means of paying payment order/ or order for payment using electronic document, thereby the customer may access to the website www.indovinabank.com.vn, place electronic payment order as instructed by the Bank requiring it to debit the account in favors of the beneficiary. The Bank shall be deemed to have received the instruction from the customer when customer logged onto IVB e-banking system using the username and password as instructed by the Bank. The Bank may inspect the veracity of the Transaction by checking the identification information: Username, password and other identification information.
- 1.32. **“Statement”** is detailed list of transaction and fee arise relating to the use of account in a specific time.
- 1.33. **“Working day”** means the day when IVB is open except for Saturday, Sunday, holidays by law’s regulations or the day IVB is allowed or must close by competent authority or by law’s regulations.
- 1.34. **“Day”** means the days on and on by solar year.

ARTICLE 2: CUSTOMER INFORMATION, COLLECT, USING CUSTOMER INFORMATION

- 2.1 Customer information collection: Customer information may be required from the Customer (or Customer’s representative), or may be collected by IVB from other sources (including widely used information), formed or collected with other information by IVB.
- 2.2 Customers commit to take full responsibility about the preciseness, honesty, sufficiency of information, data provided by customers/ or taken during IVB e-banking service use.
- 2.3 Immediately inform IVB of any change. Customer’s requirement is supported if the information provided by Customer is accurate and clear.

2.4 IVB commits to keep in strict confidence all information related to the Customer according to these terms and conditions as well as agreements executing in the future.

2.5 Use of customer information:

Customer agrees that IVB and its subsidiaries may use Customer information for following purpose:

2.5.1. Meet the needs within internal operation of IVB or IVB's subsidiaries, including but not limit to: credit and risk management; system or product planning and development, insurance, audit and operation;

2.5.2. Exercise or protect the rights of IVB and IVB's subsidiaries;

2.5.3. Maintain the general relations between IVB and Customer (including Customer care, marketing or promotion of financial services or other products relating to the Customer and market research).

2.6 Customer information provision:

Customer information may be provided:

2.6.1. As required by Customer and/ or guardian/ Customer's legal representative and/ or person authorized by Customer;

2.6.2. As required in writing by Government agencies in compliance with law;

2.6.3 As required by the third party approved or authorized by the Customer;

2.6.4 As required in writing by the Customer's successor;

2.6.5 Provide information for execution items at this 2.6 condition.

ARTICLE 3: CUSTOMER'S COMMITMENTS

3.1. Comply with all regulations of using the service; follow all the guidelines on service provided by IVB.

3.2. Unless prior notice to IVB under paragraph 8.4 of Article 8 below, customers acknowledges that any access to e-Banking service by Customer's username and password and/or other identification factors provided by IVB is considered access performed by Customer.

3.3. Do not use e-Banking service for any illegal purpose. Inform the bank when detecting any errors or mistakes on Customer's account; or there are any sign that Customer's account is being taken advantage of; or any abnormal signs while using account provided by IVB.

3.4 When using IVB e-Banking service, Customers agree that:

3.4.1 Comply with provisions contained in this Terms and Conditions, and other related service guidelines.

3.4.2 Log in to the service 45 days from the day PIN is created by IVB. Customers have to

change password, PIN number provided by IVB on the first login session and must periodically change password. Login code exists only in the system and cannot be changed.

3.4.3 In case Customers' first login failed, the system will automatically lock Customer's User name. To reactivate service, Customer needs to perform related services at IVB's transaction offices.

3.4.4 Agree to receive messages/ e-mails sent by IVB to:

- Notify account balance change in case Customers registered to use balance notification service;
- Notify Username and Password to login other notification services for performing transactions with the Customers;
- To introduce new products, services or promotions;
- Other notifications in order to perform electronic transactions with the customers.

3.4.5 To check account balance regularly, list of transactions and account statements, and inform IVB immediately if there is any discrepancy. Responsible for all financial transactions performed successfully by Customer's username, password and 2nd authentication factor provided by IVB.

3.4.6 Customers is responsible for taking all reasonable measures to ensure safety and compatibility for all kinds of machinery and equipment, system software, application software... used by the Customer to connect, log in to service to ensure safe connectivity and access to IVB e-Banking service.

3.4.7 To ensure rationality and validity of the information of third party (service provider) on IVB e-Banking service screen before using the service; Read , understand , comply with and be bound by the provisions related to transactions on IVB e-Banking before using the service.

3.4.8 To coordinate with IVB and related partners to handle problems informed by the Customers in the course of using the service or other related problems.

3.4.9 Customers commit to be the sole owner of the registered mobile number, take responsibility if there is any complaint arise from subscriber information as the service provider is not owned by the Customer.

3.4.10 Refund immediately and unconditionally to IVB as IVB's request for mistaken transactions that Customers cannot prove legal ownership. In these cases, Customers agree to let IVB deduct the fund without informing the Customers.

3.4.11 For services related to 3 parties include: the Bank, the Customer, the Provider of goods

and services to the Customer, the Bank is allowed to use information provided by the Customer to cross-check the data, payments and other tasks in order to provide services to the Customer.

ARTICLE 4: PROCESS IVB E-BANKING TRANSACTION

- 4.1 Transactions on IVB e-Banking need to be performed with accurate and complete information according to the regulations of IVB.
- 4.2 Customer's transactions will only be executed by the bank on the effective date that Customer chose on the transfer application.
- 4.3 Customer's transactions will not be successfully processed by IVB if:
 - 4.3.1 The account balance is insufficient.
 - 4.3.2 Transactions exceed the registered limit.
 - 4.3.3 Provide insufficient information, documents or provided information, documents do not meet the requirements for each type of transaction.
 - 4.3.4 Transactions are restricted or prohibited by law.
- 4.4. Transaction ending time (cut-off time) for each type of transaction is different.
 - 4.4.1 Depending on IVB's regulations, transactions which are approved after COT may be denied or kept in the system to be processed on the next working day. Customer's transaction status will be updated and managed on e-Banking service.
 - 4.4.2 Customers warrant that all transactions sent from e-Banking to IVB have been closely examined.
- 4.5. Customers accept that any access to IVB's e-Banking system by Customer's login code and password provided by IVB is performed by the Customer and the Customer is responsible for these transactions. IVB may process transactions without any further confirmation and notification from the Customer.
- 4.6. Time to process transaction
 - 4.6.1 Transaction requirements made by Customers when using service will be handled by IVB as soon as possible by regulations of transaction time and COT of IVB each period;
 - 4.6.2 Transaction time and COT for transaction requests are public at BU and on IVB's websites and may be changed based on timeline with transaction requests that related to COT regulations, if transactions are made before COT: IVB will process in that day. If transactions are made after COT, IVB will process in the next day;
 - 4.6.3 Customers can make transaction within 24 hours and 7 days in a week;
 - 4.6.4 For future transactions

- The time for receiving future transactions are valid when at the time IVB records that transaction. Transaction requests sent from Customers it not mean transaction are recorded and processed. IVB only create accounting after IVB system confirms valid requests from Customers;
 - Time to execute future transaction through IVB e-Banking:
 - i. At the transaction valid day, transactions are independently processed by IVB (IVB internal transfer): Transactions processes are executed by IVB based on COT regulations;
 - ii. At the transaction valid day, future transactions need to have third party to complete (external transaction): Transactions process are executed based on IVB working day and partner working day;
 - iii. Except cases: Depending on situations, Customers' transactions valid day, IVB will execute by day, transaction execution time may not base on above regulations.
- 4.6.5. IVB will send notify to Customers when it has requests from Customers. On transaction notice at the end of the period, with transactions receive after COT, system will process transaction requests in the next day.
- 4.6.6. IVB will send notice immediately to Customers when have change in Customers ending balance (apply for Customers' accounts have registered service).
- 4.6.7. With automatic interest payment transaction, auto debit from IVB with customers, IVB will send smart notify messages after 08:00AM morning of the next day.
- 4.7. Irrevocable transactions**
- 4.7.1. Customers can not cancel, change, deny, repudiate any IVB e-Banking transactions which successfully executed by IVB e-Banking login code, password and login information of the customers.
- 4.7.2. IVB e-Banking transactions which have been sent validly to IVB and are accepted to be legally bounded between IVB and Customers.
- 4.8. Complaints related to transactions via e-Banking channel, Customer must inform the bank by written form and submit all related records and documents within 7 working days from the date Customer received transaction notification or from the date Customer's rights and benefits are violated.
- 4.9. The bank will handle related complaints within no more than 30 working days from the date valid complaints are received.

ARTICLE 5: TRANSACTION LIMIT

- 5.1. The maximum amount that Customers are allowed to perform financial transactions on IVB e-Banking. The transaction limits include: Transaction limit/ time, Transaction limit/ day and The transaction number limit/ day, which:
 - 5.1.1. Transaction limit/ time: is the maximum amount that Customers are allowed to use in one transaction.
 - 5.1.2. Transaction limit/ day: is the maximum amount that Customers are allowed to perform transactions in one day.
 - 5.1.3. Transaction number limit/ day: is the maximum number of transactions that Customers are allowed to perform in one day.
- 5.2. Transaction limits are published from time to time at IVB's business offices and on IVB's website at www.indovinabank.com.vn.
- 5.3. IVB can change the maximum transaction limits without the consent of the Customers. When changing the limits, IVB will publish in the shortest time on IVB website at www.indovinabank.com.vn or through other appropriate methods to inform the Customers. In case Customers do not agree with the change from IVB, Customers may request to terminate IVB e-Banking services by using IVB's written form.

ARTICLE 6: SERVICE CHARGE

- 6.1. Service charges comply with the current regulations of IVB and are published on IVB's website at www.indovinabank.com.vn or through other appropriate methods to inform the Customers.
- 6.2. Service charges include transaction fee/ recurring fee (month/ quarter/ year) and other charges (if any).
- 6.3. Service charges will be collected by deducting from Customers' IVB account, depending on the type of charge and each type of transaction that will be collected after every transaction or after a period. Before performing transaction, Customer need to ensure that Customer's balance is sufficient to carry out transaction as well as fee payment. For recurring fees, IVB will collect from the account that Customer registered to pay service charges. In case the account is insufficient to pay charges at that time, IVB has the right to collect charges from Customer's other IVB account or request the Customer to pay for IVB by other methods. Customers are committed to pay all related charges for IVB within the required time.

ARTICLE 7: RIGHTS AND RESPONSIBILITIES OF CUSTOMERS

- 7.1. Using the service within the agreed arrangement with IVB.

IVB's regulations and instructions of using the service are sent to the Customers or published on IVB website at www.indovinabank.com.vn or published at IVB's headquarter. If there is any change in the service instructions, Customers acknowledge and agree that the bank will only announce on website at website www.indovinabank.com.vn without any other method.

- 7.2. Sending any complaint related to the use of IVB e-Banking service following the instructions of IVB.
- 7.3. Terminating the service use after sending IVB's service termination form at IVB's offices and has fulfilled all obligations to the Bank. After terminating the service use, Customers cannot continue using username, password and/or other identification factors provided by IVB.
- 7.4. Customers are responsible to, by Customers' own cost, fully equip, regularly maintain to ensure the quality of machines, connection devices, system software, application software... to safely connect and access to the service.
- 7.5. Comply with regulations of information security according to this Terms and Conditions of Using Service.
- 7.6. Customers agree to let IVB automatically deduct from the registered account to pay for Customer's cost of using the service.
- 7.7. All terms and conditions of using IVB e-Banking service are still in effect after Customers stop using or terminate the service. Even after Customers stop using or terminate the service, Customers are still be bound by these terms and conditions related to Customer's rights and responsibilities at the time of using this service.
- 7.8. Inform the Bank using IVB's form immediately if there is any change related to Customer's e-mail address, contact number and authorized person or other information registered to the Bank. Unless receiving any notification of changes from the Bank, IVB will continue providing services using the email address, contact number and other information which customers had registered to the Bank.
- 7.9. Other rights and responsibilities prescribed in this Terms and Conditions.

ARTICLE 8: RIGHTS AND RESPONSIBILITIES OF IVB

- 8.1. IVB ensures stability, safety and compliance with related legal regulations of IVB e-Banking service system.
- 8.2. IVB is not responsible for direct or indirect damages of Customers arise from or by:
 - 8.2.1. The use of service or access to information which the service provides of Customer's authorized person; or
 - 8.2.2. Customers violate information security regulations leading to other users use these information to use the service or gain access to information that the service provides; or
 - 8.2.3. Customers violate the integrity or authenticity of the messages sent to the Customer; or
 - 8.2.4. Messages sent by a third party who, by any way, make connection from their device to customer's registered device; or

- 8.2.5. Interruptions, delays, not ready status or any incident occurs strong in the course of providing service due to causes beyond the reasonable control of IVB, include disruptions due to service need to be upgraded and repaired; transmission error of the Internet service provider; or
- 8.2.6. Force majeure cases (events which happen objectively, cannot be foreseen and cannot overcome such as natural disasters, strikes, terrorism, war... despite had applied all necessary procedures and possibilities allowed) according to legal regulations or upon request, directives from national competent authorities or objective obstacles (obstacles caused by objective circumstances which make customers unable to acknowledge that customers' legitimate rights and interests are violated or unable to perform civil rights and responsibilities;).
- 8.3. IVB has the right to change or temporarily stop providing service when the system is upgraded or repaired. However, IVB is responsible to inform Customers if there is any change or suspension. In case where Customers do not agree with changes or suspensions of the service of IVB, Customers may request termination of using IVB's service using IVB's termination form.
- 8.4. IVB does not accept unilateral cancelation of payment instructions which Customers have performed successfully. Cancelation must be performed before IVB executes Customer's payment instructions and with the consent of IVB.
- 8.5. IVB has the right to stop or cancel providing service without Customer's agreement if:
 - 8.5.1. Customers violate this Terms and Conditions of Using Service, violate request Paper Form as well as Open Account Contract and personal/corporate service;
 - 8.5.2. After 45 days after receiving Username and Password customer does not succeed the first login session or there is suspicion that the service customer using is being taken advantage of...
 - 8.5.3. In these cases, IVB will inform (by the methods prescribed in this Terms and Conditions of Using Service) to the Customer within the minimum of 3 working days.
- 8.6. In cases where Customers do not pay for the service after 3 months in a row, IVB has the right to stop/cancel providing service without informing Customers.
- 8.7. The bank is not responsible for any errors and mistakes in case Customers provide wrong, insufficient or incorrect information leading to mistaken transactions or the account balance is insufficient to perform transactions or exceed transaction limit.
- 8.8. Automatically deduct from Customer's account to pay for the service fee and other fees related to the transactions that Customers performed on IVB e-Banking according to IVB's service fees for each period.

- 8.9. Security under the provisions of this Terms and Conditions of Using Service.
- 8.10. Support Customers in the course of using the service.
- 8.11. Handle enquiry requests or complaints of Customers as prescribed.
- 8.12. Bill payment transactions between service suppliers and Customers, IVB is responsible for payment according to Customers' request and support Customers in checking, confirming and processing any problems related to bill payment. The supply and quality of goods and services belong to the supplier's responsibility.
- 8.13. Other rights and responsibilities as prescribed in this Terms and Conditions of Using Service and other related agreements (if any)

ARTICLE 9: INFORMATION SECURITY

- 9.1 Customers commit to comply with terms and conditions, instructions, notifications from IVB about the use of the service, security and personal identification factors that IVB has provided on IVB's website at address: <https://indovinabank.com.vn>
- 9.2 Customers must keep secret their own personal identification factors in order to prevent and protect the illegally use of the identification factors.
- 9.3 Customers must change their password regularly and when it has request from the service. Customers do not choose password that related to their personal, easy to guess and already used.
- 9.4 Customers do not provide any information about identification factors include username, password and security code to anyone including IVB staff, individual or technical support organizations related to the use of the service.
- 9.5 When customers already signed-in, do not leave any security devices or other devices that connected to the service (include devices that IVB has provided to Customers to do transaction by their own on IVB's transaction channels) at any time or leave devices to anyone to use until Customers have signed-out the service.
- 9.6 Customers do not provide any information about identification factors including username, password, security code to use the service on applications, unofficial websites which are unnotified by IVB on IVB' website.
- 9.7 Customers do not access to the service from any devices which connect to internal computer system (such as LAN), if Customers do not sure about someone else can follow or copy Customers' service access.
- 9.8 Customers must take their responsibilities to ensure their security devices or other devices that they are using (except IVB' devices) to connect the service which are protected from viruses and harm software.
- 9.9 If Customers detect or doubt, possess their identification factors. Customers have to contact to IVB immediately, belong to that change the service password.

Customers notify to IVB by contact IVB customer service center 24/7: 1900 588 879 (or any other IVB's phone number for this purpose) or contact to any nearby transaction offices/ branches.

ARTICLE 10: CHANGE, PAUSE, END SERVICE

10.1. Banks have full power to change, alter, implement any content types of the terms and conditions at any time due to: (i) changes in market; (ii) technological change; (iii) changes of related laws and rules; (iv) deploy new services or changes of services provided by IVB as this Terms and Conditions.

10.1.1. IVB has full right to lock/ pause/ terminate/ decline/ alter/ supplement/ change the interface/ change the name of service and the other adjustments related to services provision to Customers.

10.1.2. IVB has a right to stop or temporary stop providing any services for Customers without notifications when IVB acknowledge that is necessary to protect Customers to suspicions, hidden risks related to fraudulent transactions or Bank stops services to maintain the system or request from national authorities or emergencies situations.

10.1.3. When occurred, IVB shall notify Customers via forms: email, fixed equipment, SMS via mobile phone of Customers or publish on IVB's website. Alteration, adjustment will take effect on notified date. If Customers continue to use services after then, it means Customers accept this alteration and adjustment. In case Customers do not agree with the above alteration and adjustment, Customers have right to stop using service by using IVB's forms in writing.

10.2. Cases of ending service use:

10.2.1. Customers have right to end using service complied with IVB's procedures and after complete duties with the bank. Bank shall end using services for Customer's recommendation. During the time from starting Customer's recommendation to bank's settlement, if Customers still use bank's services then they must comply with adjusted content of The Terms and Conditions as bank's notifications on website.

10.2.2. Bank has right to stop/ refuse to provide service without notifications in advance to Customers in following cases:

- Customers do not comply with The Terms and Conditions, bank's rules or Laws for using services;
- Comply with Decision, legal requirements of competent state agencies;
- Cases relating to falsify, risk or fraudulence or benefit of bank/Customers/third-party could be broken;
- When bank stop service to maintain, risk from providers of telecommunications services, risk over bank's control range, which bring to unable to use services including,

but not limited, technical problems, destruction, earthquake, plague, network congestion, power outage by providers or bank, transaction over allowed limit;

- Customers do not comply with security requirements or risk as recommended by relevant organizations; suspicion of transaction related criminal elements, money laundering, law violations or anti-money laundering policies complied with rules of bank and Laws; cases over control range of bank;

ARTICLE 11: POLICY ON INTELLECTUAL PROPERTY AND RELATED RIGHTS

- 11.1. All intellectual property rights exist in the products and services are vaguely about IVB or legally licensed for use of IVB, accordingly, all of the legal rights will be guaranteed. Unless the consent of IVB, Customers are not allowed to transfer, use, distribute in any form, by any mean, for any component of IVB's products and services.
- 11.2. IVB has full rights in the copyright, trademark, trade secret and other proprietary rights in all IVB's products. The use of rights and proprietary (if any) must have prior permission in writing from IVB. In addition to being licensed in writing, we do not license in any other form whether it is a form of publication or implication of Customers implementing these rights. And so, Customers do not have the right to use products of IVB for commercial purposes without prior permission in writing from IVB.
- 11.3. Customer agrees that IVB is free to use, disclose, apply and modify any idea, concept, method, recommendation, suggestion, comment or any other form of notification that the Customer provides for IVB through the use of products and services completely free. Customer waives and agrees to waive any right and claim to any commission, fee, royalty, charge or other types of payment related to use, disclosure, and application, edition to any or all of Customer's feedback from IVB.

ARTICLE 12: GENERAL STIPULATION

12.1. Dealing with dispute

12.1.1. If any dispute arising or related to the use of IVB's e-Banking service, IVB and Customer will prioritize jointly resolved through negotiation or mediation. In case mediation fails, the parties may bring the dispute to the competent court in Vietnam for settlement.

12.1.2. In case that Customer's complaint is not related to the fault of IVB, Customer shall bear all costs arising from the handling of complaints, as prescribed by the state agency having jurisdiction.

12.2. Applicable laws

The Terms and Conditions are formed and governed by the laws of Vietnam.

12.3. Notice, notice receipt

- 12.3.1. The information about the service and the Terms, Conditions for use of the service as well as relevant information is provided for Customers properly through the following forms: guaranteed mail, email, fax, direct send, message sent to mobile phone number, listed in the transaction point or announced on the website of the Bank at www.indovinabank.com.vn Meanwhile, if the content does not mention the period of validity, the time of determining the Customer has received the information as following: (i) Fax: successful time of Fax notice to the fax number registered with IVB by the Customer; (ii) the postmark if mailed to the contact/address registered with IVB by the Customer; (iii) successful time of email sending (for sending email) to email address registered with IVB by the Customers; (iv) the time of Customer signing for receipt (if sent to the address registered with IVB by the Customer); (v) the time when message is successfully sent to phone number registered with IVB by the Customer; (vi) the time of posting information on the website (vii) the completion time of the transactions listed in transaction point of the Bank or (viii) other times by the shipping method prescribed by the Bank.
- 12.3.2. Any question, inquiry and complaint to the Customer's account, please contact to IVB's Customer Care Center at 1900588879 or at any IVB's transaction point nationwide. For confidential information relating to the account, account transaction, Customer agrees to comply with the procedures for providing information under the provisions of the Bank.
- 12.4. Other negotiation**
- 12.4.1. The parties undertake to strictly comply the contents of The Terms and Conditions of Use, and the amendments, supplements, attached annexes.
- 12.4.2. The primary language used in The Terms and Conditions and the texts, related documents between IVB and Customers are Vietnamese;
- 12.4.3. During the implementation process, the parties acknowledged the validity of the original documents as electronic data messages, electronic documents and binding on the parties as announced by the traditional method.
- 12.4.4. The Parties agree that the provision(s) in the Terms and Conditions is/are valid independently of each other unless explicitly referenced correctly and fully. The one or more provisions in the Terms and Conditions disabled will not affect the implementation of other provisions. Where there is any provision is invalid, the two parties undertake by all their efforts to adjust accordingly with the provisions of the law to enforce.
- 12.4.5. Cases involving foreign parties, the parties may agree to use a common foreign language accompanied by the Vietnamese. In case of a conflict between the content of Vietnamese and foreign languages, the Vietnamese are prevail.

12.4.6. The Terms and Conditions of e-Banking service are an integral part of the Request cum Contract to open account and personal service/ corporate or Registration for service use with IVB.

12.4.7. The Terms and Conditions are valid from the time of issuance and are posted publicly on www.indovinabank.com.vn and mobile applications of IVB mobile banking and replaced for prior Terms and Conditions.

12.4.8. For the case of Customers registered, using services by prior Terms and Conditions, if after the date of publishing of the Terms and Conditions, the Customers continue to use the service, IVB implicitly understood that Customers understand, agree and consent to the contents prescribed in the Terms and Conditions.

ARTICLE 13: CHANGING THE CONTENT OF THE SERVICE TERMS AND CONDITIONS.

13.1 IVB can change terms, conditions at the Terms and Conditions of e-Banking service for Customers by public on IVB's website or notifying at IVB transaction offices.

13.2 IVB has responsibility to notify Customers at least 7 working days before the applicable date for changing e-Banking Terms and Conditions, excepting some circumstances must be changed immediately based on regulations or request from competent authorities.

13.3 IVB has a right to change website address, service display, contact information and notify to Customers related to these changes.

ARTICLE 14: THE EFFECTS OF THE SERVICE TERMS AND CONDITIONS.

14.1 These Terms and Conditions are effected from the service registration day until the day Customers have canceled the service.

14.2 In the situation that Customers have canceled using services, Customers still being charged by Terms and Conditions and deals related to rights and responsibilities which are not completed at the time cancel the service.