

APPENDIX 1: TERMS AND CONDITIONS OF ONLINE BANKING FOR INSTITUTIONAL CUSTOMERS

ARTICLE 1: SCOPE OF APPLICATION

1.1. These Terms and Conditions apply to all Institutional customers who use the Online Banking Services provided by IVB through digital channels (Online Banking), including but not limited to IVB Internet Banking, IVB Mobile Banking, IVB SMS Banking Sending and Receiving Services.

1.2. By registering and using the Service, the Customer confirms that has read, understood and agreed to comply with this Terms and Conditions, as well as amendments and supplements announced by IVB from time to time.

ARTICLE 2: INTERPRETATION OF TERMS

In these Terms and Conditions, the following terms shall be construed as follows:

2.1. "Bank" or "IVB" or "Indovina": means Indovina Bank Limited.

2.2. "Institutional Customer": means an organization legally established under the laws of Vietnam, has opened an account at IVB, registered and is approved by IVB to use Online Banking Services.

2.3. "Online Banking Services": includes financial services (fund transfer, bill payment, etc.) and non-financial services (information lookup, notifications, etc.) provided through channels such as Internet Banking, Mobile Banking, SMS Banking and other electronic channels (if any) of IVB.

2.4. "IVB Internet Banking Service": means an online banking service that allows customers to organize financial and non-financial transactions through a web browser on a computer or device with an internet connection, using the platform provided by IVB.

2.5. "IVB Mobile Banking Service": means an online banking service that allows customers to perform financial and non-financial transactions through a mobile application installed on a smartphone or tablet, developed by IVB.

2.6. "IVB Mobile Banking application": means an application provided by IVB to customers to install on mobile devices to perform registered online banking transactions.

2.7. "IVB SMS Banking Sending and Receiving Services": means a service of sending and receiving messages via the Customer's device through IVB's message switchboard, allowing the Customer to actively inquire about information related to the Customer's account and/or receive automatic messages from IVB to the Customer according to the service package provided at IVB.

2.8. "Account": means the current accounts or other accounts of Institutional Customers opened at IVB, used to make transactions via Online Banking Services.

2.9. "Cards": means credit and debit cards of customers issued by IVB.

2.10. "Username": is one of the factors that identify the Customer, automatically set up by the IVB system for the Customer or set by the Customer themselves in relation to the service used to log in to the Online Banking system.

2.11. "Users": means customers who register for permission with IVB to be able to directly use products and services via Online Banking according to the decentralization granted.

2.12. "Password": means a string of characters, including letters, numbers, special characters or a combination of the above types provided by IVB that is used to identify the Customer when using the service. Customers must change the password provided by IVB for the first time using the service and must change it periodically according to IVB's regulations.

2.13. "One Time Password (OTP)": means a form of confirmation by a secret key in which the secret key code is valid for one-time use and is valid for a certain period of time in accordance with the provisions of law and IVB's regulations from time to time and is sent by IVB's system to the Customer via phone message (SMS OTP), email (Email OTP), software installed on customers' mobile devices (Soft OTP) or other forms of sending according to IVB's notice from time to time, to authenticate transactions.

- SMS OTP: is a form of confirmation through an OTP code sent via SMS
- OTP email: is a form of confirmation through an OTP code sent via email
- Soft OTP: is a form of confirmation through OTP code generated by the software installed on the customer's mobile device, integrated with the Mobile Banking application software. Soft OTP There are 02 types: (i) Soft OTP of the basic type: OTP codes are randomly generated over time, synchronized with the online banking system; (ii) Advanced Soft OTP: The OTP code is generated in combination with the code of each transaction, when making a transaction, the Online Banking system generates a transaction code to notify the customer or transmit it to the Soft OTP software, the customer or the Soft OTP software automatically enters the transaction code into the Soft OTP software to generate the OTP code.

2.14. "Terminals": means electronic devices used by the Customer, including but not limited to telephones, computers, fax machines, tablets,... to send Transaction Requests and receive

information of the Service directly from IVB's system or indirectly through the system of third parties transferred through the telecommunications network system and internet of telecommunications service providers.

2.15. "Identifiers": includes usernames, passwords, security codes, biometric data (fingerprints, faces), digital signatures and/or any other identifiers specified by IVB from time to time.

2.16. "Second factor authentication" (2FA): means an additional layer of security used to verify the identity of the user in addition to the password (first factor).

2.17. "Electronic signature": means a signature created in the form of electronic data attached or logically combined with a data message to confirm the signatory subject and affirm the subject's approval of the data message.

2.18. "Digital signature": means an electronic signature using an asymmetric key algorithm, including a secret key and a public key, in which the secret key is used for digital signing and the public key is used to check digital signatures. Digital signatures ensure authenticity, integrity, and non-rejection in online banking transactions. The digital signature of the Customer has the same legal validity as the signature of that Customer on the paper document.

2.19. "Transaction Request": means any request or instruction given to IVB through the use of username, password (if any) and/or OTP code and/or any other identifiers specified by IVB from time to time.

2.20. "Valid Transaction Request" (or "Valid Request"): means a transaction request approved by IVB if the content of the request is within the scope of the Service and meets the provisions of the Service.

2.21. "Fraudulent transaction": means the use of identifiers other than the Customer to perform transaction requests without the Customer's permission or other transactions not permitted by law.

2.22. "Suspicious transaction": means a transaction with unusual signs or reasonable grounds to suspect that the assets in the transaction originate from criminal activities or related to money laundering.

2.23. "Third Partner": means an individual/organization/service provider that has a direct cooperation agreement with IVB in cooperating in providing services to the Customer.

2.24. "Order receiving time": means the time that IVB's payment system is ready to receive transactions initiated from Online Banking.

2.25. "Futures Transaction": means a transaction created by the Customer and set a validity date

in the future.

2.26. "COT time" (or "Cut off time"): means the end of the working day specified by IVB for processing transactions during the day.

2.27. "Day": means consecutive days according to the solar calendar.

2.28. "Working days": means the days from Monday to Friday of the week, excluding Saturdays, Sundays, and public holidays and New Year's Eve as prescribed by Vietnamese law.

2.29. "Statement": is a detailed list of transactions and fees incurred in connection with the use of the Account for a certain period of time.

2.30. "Confirmation/authentication of transactions via Online Banking channels": Institutional customers must confirm/authenticate transactions via Online Banking channels by methods suitable to the transaction value, including but not limited to electronic signatures, OTP codes, or other authentication measures in accordance with the provisions of law and current policies of IVB in each period. Details of the confirmation form and corresponding limit are publicly announced and continuously updated by IVB on IVB's official website (<https://www.indovinabank.com.vn/>) and/or directly notified to customers via the registration channel (email/ phone number/ SMS/ message on the Online Banking application) when customers register to use the service or before applying changes.

ARTICLE 3: CUSTOMER INFORMATION, COLLECTION AND USE OF CUSTOMER INFORMATION

3.1. In order to have a service provider, the Customer agrees and commits to provide IVB with accurate, truthful, complete and up-to-date personal information in accordance with the regulations of each service. Customer information may be collected by IVB through requests to customers (or their representatives), or may also be collected by IVB from information sources (including information that is widely disseminated), generated or aggregated together with other information obtained by IVB.

In case the Customer refuses to provide information as requested, IVB may consider refusing to provide the Service.

3.2. The Customer agrees to allow IVB to use, store, transfer, exchange and/or provide Customer information to individuals/organizations in accordance with the provisions of law, or at the request of competent state agencies.

3.3. The Customer agrees that from the time the Customer starts using the Service, IVB may provide the Customer's information, information related to the Service to the Third Partner and/or individual/organization on behalf of IVB to provide the Service to the Customer or process data related to the Service, for the purpose of providing services to customers or researching and evaluating to understand the needs of customers to use banking products and services and other purposes as agreed between customers and IVB, provided that the third partner and/or such individual/organization has a commitment to IVB to ensure the responsibility to keep information confidential information, management and use of information provided within the scope of agreement with IVB and in compliance with relevant provisions of law.

3.4. The Customer commits to immediately notify IVB in writing or other forms as prescribed by IVB from time to time of any changes related to personal information, including but not limited to email address, mobile phone number registered with IVB.

3.5. By agreeing to use IVB's services, the Customer agrees to confirm that he has read, understood, agrees and fully agrees to (i) the Notice on the processing of personal data ("Notice") (including any amendments, supplements and replacements to this Notice from time to time at IVB's discretion and posted on its website IVB or is notified by IVB to the Customer in the manner that IVB deems appropriate) (ii) The Customer agrees to irrevocably authorize IVB to process personal data and/or take any action at IVB's sole discretion on the basis of the Notification. At the same time, for the purpose of verification and authentication, the Customer agrees to authorize and/or irrevocably and unconditionally authorize IVB to verify and authenticate personal information and data from any source that IVB decides and without the Customer's permission (iii) Customer has clearly understood, agree and agree that the personal data that has been and will be provided to IVB may include basic personal data and/or sensitive personal data. Therefore, the Customer agrees and allows IVB to process personal data in accordance with the content of the Notice and/or other agreements between the Customer and IVB (if any) and IVB does not need to make any other notice to the Customer before conducting the personal data processing activities.

3.6. Use of Customer Information: The Customer agrees that IVB and IVB's member units, including but not limited to Capital Contributors, subsidiaries, affiliates, and related companies of IVB, may use Customer Information for the following purposes:

- a) Serving the requirements of IVB's internal operations or its member units, including credit and risk management purposes; system or product planning and development, insurance, auditing and operations;
- b) Exercising or protecting the rights of IVB and its member units;
- c) Maintain IVB's overall relationship with customers (including customer care, marketing or promotion of financial services and products related to customers and market research).

3.7. Provision of Customer Information:

Customer information will be provided in the following cases:

- a) At the request of the Customer and/or the Guardian/Legal Representative of the Customer and/or the Customer's Authorized Person;
- b) At the written request of a competent state agency as prescribed by law;
- c) At the request of a third party agreed or authorized by the Customer;
- d) At the written request of the Customer's heirs;

ARTICLE 4: CUSTOMER COMMITMENTS

4.1. Fully comply with regulations on service use, fully implement the instructions on services provided by IVB.

4.2. The Customer undertakes to take full responsibility for the accuracy, truthfulness, legality and completeness of the information, documents and data provided by the Customer and/or made in the process of using the Online Banking service. The Customer shall bear all damages incurred and liable before the law related to the transactions that have been carried out by IVB at the request of the Customer based on the information, documents and data provided by the Customer and agree to waive all liability to IVB.

4.3. Unless notified in advance to IVB as agreed in these Terms and Conditions, the Customer acknowledges that any action of accessing the Online Banking Service with the correct username with the correct access password and/or other identifiers issued by IVB to the Customer is considered as a Customer's accessor.

4.4. Do not use the service for any purpose that is illegal or violates fine customs and customs. Promptly notify the Bank when detecting errors or mistakes on the Customer's account or there are signs that the Customer's account is being abused or abnormal signs in the process of using the Services provided.

4.5. When using the service, the Customer agrees that:

- a) Comply with the provisions of these Terms and Conditions and related service instructions.
- b) Log in to the service within **24 hours** from the date IVB sends a notification of login information including username and password. Customers change their passwords issued by IVB on the first login and must change their passwords periodically.
- c) In case the customer does not successfully log in **for the first time more than 05 times**, the system will automatically lock the customer's username. To reactivate the service, the customer must go to IVB's transaction point to perform related services.
- d) Agree to receive messages/emails sent by IVB to:
 - (i) Notification of changes in account balance in case the Customer registers to use the service;
 - (ii) Announcement of username and password notification of service login;
 - (iii) Announcement of new products and services, promotions;
 - (iv) Other notices serve the execution of electronic transactions with the Customer.
- e) Regularly check the balance of accounts, list of arising transactions and account statements, immediately notify IVB if there is any discrepancy. Responsible for all financial transactions that have been successfully carried out using the username, password, and 2nd authentication factor that IVB has issued to the Customer.
- f) Customers are responsible for applying all reasonable measures to ensure the safety and compatibility of machinery and equipment, system software, application software, etc. used by the Customer when connecting and accessing the service to ensure the connection and safe access to the Online Banking Service.
- g) Check the reasonableness and validity of the information of the third party (service provider) on the screen of the Online Banking service before use; Read, understand, comply with and be bound by the regulations related to transactions on Online Banking before using.
- h) Coordinate with IVB and related partners to find the causes and handle arising problems reported by customers in the process of using services or related problems.
- i) The Customer commits to be the sole owner of the registered device subscriber number, taking responsibility in case of complaints arising from the Customer's subscriber information at the network operator is not genuine.

- j) Immediately and unconditionally refund to IVB at IVB's request for mistaken transactions in which the Customer fails to prove legal ownership. In these cases, the Customer agrees to let IVB automatically deduct these amounts without notifying the Customer.
- k) For services related to three parties including: the Bank, the Customer, the unit providing goods and services to the Customer, the Bank is allowed to use the information provided by the Customer to the Bank to perform data reconciliation, payment and other tasks to provide services to the Customer.

ARTICLE 5: PROCESSING TRANSACTIONS ON ONLINE BANKING CHANNELS

5.1. Transactions made on the Online Banking channel must be made with accurate and complete information in accordance with IVB's regulations.

5.2. The Bank executes the Customer's transaction only on the effective date selected by the Customer on the transfer order.

5.3. The Customer's transaction will not be successfully processed by IVB if:

- a) There is insufficient account balance.
- b) Transactions exceeding the allowed registration limit.
- c) The generated transaction does not ensure the confirmation/authentication factor as prescribed by law and the provisions of this terms and conditions.
- d) Failing to provide sufficient information and documents or the information and documents provided do not meet the requirements for each type of transaction.
- e) Transaction is restricted or prohibited by law.

5.4. The transaction stop time for each type of transaction is different.

- a) Depending on IVB's regulations, transactions approved after COT hours may be rejected or held in the system to wait for processing on the next working day. Customers can update and manage transaction status on Online Banking.
- b) Customers commit that all transactions from Online Banking sent to IVB have been strictly checked.

5.5. The Customer accepts that any action to access IVB's Online Banking system with the login code and password provided by IVB to the Customer is created by the Customer and the Customer is responsible for all these transactions. IVB can process transactions without any further confirmation and notification from the Customer.

5.6. Time for processing transactions:

- a) Transaction requests made by customers when using the Service will be processed by IVB as soon as possible, in accordance with IVB's regulations on transaction time and COT hours in each period.
- b) The transaction time and COT time for transaction requirements are announced by IVB on the official website and may change from time to time. For transaction requests with regulations on COT time, if the transaction request is submitted before COT time, IVB will process it on the same day. If the transaction request is made after COT time, IVB will process it on the nearest next working day.

5.7. Non-Irrevocable Transactions:

- a) The Customer cannot cancel, change, deny or withdraw any transaction that has been successfully made with the Customer's login code, password, login information on the Customer's Online Banking Service.
- b) Transactions on the Online Banking channel that have been sent to IVB are valid and approved with full legality and binding between IVB and the Customer.

5.8. Time limit for requesting tracing and complaints: The complaint must be made by the Customer within 60 days (including holidays and holidays as prescribed by law) from the date the transaction arises.

ARTICLE 6: TRANSACTION LIMITS

6.1. It is the maximum amount that customers are allowed to make for financial transactions on the Online Banking channel, corresponding to the form of confirmation applied in accordance with the provisions of law and IVB's regulations. Transaction limits include: Transaction limits/time, Transaction limits/day, in which:

- a) Limit of transaction amount/time: is the maximum amount that the Customer is allowed to make in a single transaction.
- b) Limit of transaction amount/day: is the maximum amount that customers are allowed to transaction in a day.

6.2. Transaction limits and corresponding forms of confirmation are announced by IVB from time to time on IVB's website addresses at www.indovinabank.com.vn, announced at IVB's transaction offices/branches; Web/App version; sent to email or mobile phone or postal address provided by the Customer to IVB.

6.3. IVB may change the maximum allowed limit and the corresponding form of confirmation without the approval of the Customer, but still comply with the provisions of the law on safety and security for the provision of online services. When changing, IVB will publicly announce it as soon as possible on the website www.indovinabank.com.vn or through the methods of notifying customers as prescribed in these Terms and Conditions or by other methods agreed with the Customer.

ARTICLE 7: SERVICE FEES

7.1. The service fee complies with IVB's regulations from time to time and is publicly posted on the website www.indovinabank.com.vn or notified through appropriate methods to the Customer.

7.2. Service fees include transaction fees/periodic fees (monthly/quarterly/yearly) and other fees (if any).

7.3. The service fee will be collected by debiting from the Customer's account at IVB, depending on each type of fee and each type of transaction, the service fee will be collected on each transaction or collected periodically. Before making a transaction, the Customer needs to make sure that his/her account will have sufficient balance to execute the transaction as well as pay the fee. For periodic fees, IVB will collect from the account registered to collect service fees. In case at the time of periodic fee collection, this account does not have enough balance, IVB has the right to deduct the Debit from the Customer's other account at IVB or request the Customer to pay IVB in other forms. The customer commits to fully pay the relevant service fees to IVB within the required time limit.

ARTICLE 8: RIGHTS AND OBLIGATIONS OF CUSTOMERS

8.1. To use the Service within the scope agreed with IVB.

8.2. The use of services in accordance with IVB's regulations and instructions shall be sent to the Customer or posted on the website www.indovinabank.com.vn or announced at the Bank's head office/transaction point. In case of any change in the service manual, the Customer acknowledges and agrees that the Bank will only need to post on the websites www.indovinabank.com.vn without any further notice from the Bank.

8.3. Submit a complaint request related to the use of the Service in accordance with IVB's instructions.

8.4. Terminate the use of the Service after sending a written request to stop using the Service according to IVB's form at IVB's branches/transaction offices and fulfilling obligations to the Bank. After terminating the use of the Service, the Customer is not allowed to continue using the username, access password and/or other identifiers provided by IVB.

8.5. Customers are obliged, at their own expense, to fully equip and maintain regularly to ensure the quality of machinery, connection equipment, system software, application software, etc. to be able to connect and access the Service securely.

8.6. Comply with the provisions on information security in Article 10 of these Terms and Conditions of Service.

8.7. The Customer agrees to allow IVB to automatically debit the registered account to pay for the costs owed to the Services used by the Customer.

8.8. All Terms and Conditions of Use of the Online Banking Service shall remain in effect after the Customer discontinues or terminates the Service. Even if the Customer has stopped or terminated the use of the Service, the Customer is still bound by these Terms and Conditions to the extent related to the Customer's rights and responsibilities during the use of the Service.

8.9. Notify in writing according to IVB's form as soon as there is any change related to the Customer's email address, contact phone number, authorized person or other information that the Customer has registered with the Bank. Unless notified of the change in accordance with the Customer's regulations, IVB will continue to provide services via email address, contact phone number and other information that the Customer has registered.

8.10. Other rights and obligations as prescribed in these Terms and Conditions, the Terms and Conditions for opening and using an account and the provisions of relevant laws.

ARTICLE 9: RIGHTS AND OBLIGATIONS OF IVB

9.1. IVB ensures the stability, safety and compliance with relevant legal provisions of the Online Banking system. Specifically, IVB commits to ensure the continuous operation of the system as follows: (i) The interruption time of service provision in one time does not exceed **30 minutes**; (ii) The total time of service interruption in a year does not exceed **4 hours**, except for force majeure cases or system maintenance and upgrade that have been notified to the Customer in advance by IVB as prescribed in this Clause.

9.2. IVB is not responsible for any direct or indirect damages suffered by the Customer arising from/due to:

- a) The use of the Service or access to information provided by the Service by persons authorized by the Customer; or
- b) The Customer violates the information security regulations, resulting in others using this information to use the Service or access the information provided by the Service; or
- c) The Customer violates the integrity or authenticity of the message sent to the Customer; or
- d) That the message is made by a third party who in any way connects their device to the phone number registered by the Customer; or
- e) Interruptions, delays, unavailability or any incidents occurring in the process of providing the Services due to causes beyond IVB's reasonable control, including interruptions due to the Service needing to be upgraded or repaired; Internet service provider transmission line errors; or in cases where IVB's system and technical infrastructure have problems stemming from the fault of IVB's service provider or IVB's system and technical infrastructure or the Customer's personal information and electronic devices are forged, stolen, or infringed upon by others, harmed by viruses, spyware, adware or any act of interference or cyber attack for the purpose of sabotage or harm.
- f) Force majeure cases (events that occur objectively, unpredictably and irreparably such as natural disasters, strikes, terrorism, wars, epidemics, etc. despite applying all necessary procedures and permissible possibilities to remedy) in accordance with the law or at the request or directives of competent State agencies or objective obstacles (which are obstacles affected by objective circumstances that make the Customer unable to know about the rights, their legitimate interests are infringed upon or they are unable to perform their civil rights or obligations).

9.3. IVB has the right to change or suspend the provision of the Service due to the system upgrade or repair. However, IVB is responsible for notifying customers in advance of the change or suspension. In case the Customer does not agree with the change and suspension of the provision of IVB's Services, the Customer has the right to request the termination of the use of IVB's Services in writing according to IVB's form.

9.4. IVB does not accept the unilateral cancellation of payment instructions that the Customer has successfully made. The cancellation must be made before IVB executes the Customer's payment instructions and is agreed by IVB.

9.5. IVB has the right to stop or terminate the provision of the Service without the consent of the Customer if:

- a) The Customer violates these Terms and Conditions, violates the commitments in the Application Form cum Contract for opening an account and services for organizations;
- b) After **24 hours** of being granted a username and password, the Customer does not successfully log in for the first time or suspects that the services used by the Customer are being abused;
- c) In these cases, IVB will notify customers in advance (according to the method specified in these Terms and Conditions of Use) at least 03 working days.

9.6. In case the Customer fails to pay the service fee after (03) three consecutive months, IVB has the right to stop/terminate the service provision without prior notice to the Customer.

9.7. The Bank is not responsible for errors or mistakes in the event that when making a payment, the Customer enters incorrect, incomplete or inaccurate information, leading to a mistaken payment or transfer transaction or the amount remaining in the Customer's account is insufficient to make a payment transaction or exceeds the payment limit.

9.8. Automatically debit the Customer's account opened at IVB to pay for transactions and fees related to transactions made by customers on the online banking channel according to IVB's fee schedule prescribed from time to time.

9.9. Confidentiality as specified in these Terms and Conditions of Use.

9.10. Support the Customer in the process of using the Service.

9.11. Settle the Customer's tracing and complaint requests as prescribed.

9.12. For bill payment transactions related to the payment and provision of services and goods between service providers and the Customer, IVB is responsible for paying at the request of the Customer and assisting the Customer in reconciling, confirming and handling issues related to bill payment, The provision of goods and services as well as the quality of goods and services belong to the responsibility of units providing goods and services.

9.13. Other rights and obligations as specified in these Terms and Conditions of Use and relevant agreements (if any).

ARTICLE 10: INFORMATION SECURITY

10.1. Customers commit to comply with the Terms and Conditions, follow IVB's instructions and notes on safe transactions with the services provided by IVB on IVB's official website, on the service screen and/or at IVB's transaction offices/branches.

10.2. The Customer shall keep his/her identifying factors confidential, prevent and prevent the unauthorized use of such identifiers.

10.3. The Customer needs to change the password regularly and upon request from the service. Customers should not choose passwords that are personal, easy to guess, and have been used in the past.

10.4. The Customer shall not disclose any details of identifiers including but not limited to usernames, passwords, security codes to anyone, including IVB employees or individuals and technical support organizations related to the use of the service.

10.5. When logging in to use the service, the Customer must not leave the terminal or other device that the Customer connects to the service (including devices provided by IVB for the Customer to transaction by themselves on the transaction channels provided by IVB) at any time or let any other person use such device until customer logs out of the service.

10.6. Customers do not declare any details of identifiers including but not limited to usernames, passwords, security codes to use services on applications and websites, without being notified by IVB on IVB's website.

10.7. The Customer shall not access the service from any device connected to the local computer system (or the Local Area Network), without ensuring that no one else can monitor or copy the Customer's access.

10.8. The Customer shall be responsible for ensuring that the terminal and other devices used by the Customer (except for the equipment provided by IVB for the Customer to perform by themselves) to connect to the services are free and are firmly protected from viruses and harmful computer software.

10.9. If detecting or suspecting that his/her identifying factors (including but not limited to OTP,... is detected, the Customer needs to immediately notify IVB so that IVB can block the service and related transactions, and at the same time need to immediately change the password to log in to the service.

10.10. Customers notify IVB by contacting IVB Customer Service Center 24/7: **1900 588 879** (or any other phone number notified by IVB from time to time for this purpose) or contacting any

nearest IVB transaction point. It is the Customer's responsibility not to share any identifying information with third parties in any way.

10.11. Handling cyber security incidents and risks: When detecting cyber security risks or incidents (including suspected information disclosure, abnormal transactions, cyber attacks), IVB has the right to suspend service provision, block suspicious transactions, conduct verification and timely remediation in accordance with law. IVB commits to immediately notify affected customers via registered channels (email, SMS, application), coordinate with customers to process and restore services, and store relevant data for tracing and reporting to competent state agencies if necessary.

10.12. IVB is not responsible for damages arising from the Customer's failure to comply with security measures as prescribed in this Terms, except for cases where IVB's fault is proven by law.

ARTICLE 11: CHANGE, SUSPENSION AND TERMINATION OF SERVICES

11.1. The Bank may, at its sole discretion, amend or supplement any of the contents of these Terms and Conditions at any time for the following reasons: (i) Changes in the market; (ii) Changes in technology; (iii) Changes in relevant laws and regulations (iv) Deployment of new services or changes to the services provided by the Bank in accordance with these Terms and Conditions.

- a) IVB is allowed to lock/ suspend/ terminate/ refuse/ modify/ supplement/ change the interface/ change the name of the service and other adjustments related to the provision of services to the Customer.
- b) IVB may suspend/ suspend the provision of any Service to the Customer without prior notice to the Customer when IVB deems it necessary to protect the Customer from potential risk suspicions related to the possibility of fraudulent transactions or when the Bank suspends the Service for abnormal maintenance or according to the requests of competent state agencies or for other urgent or force majeure reasons.
- c) When these events occur, IVB will notify customers as prescribed in Article 13.3 of these Terms and Conditions. Changes, modifications will take effect on the date specified in the notice. If the Customer continues to use the service after that date, it is understood that the Customer accepts these changes and modifications. In case the Customer does not agree with the amended contents, the Customer is entitled to terminate the use of the service in writing according to IVB's form.

11.2. Cases of service termination:

- a) The Customer has the right to terminate the use of the Service in accordance with the

procedures prescribed by the Bank and after fulfilling its obligations to the Bank. The Bank will terminate the use of the service at the request of the Customer. During the period from the Customer's request to the time the Bank terminates the use of the Customer's services, the Customer, if still using the service, must comply with the amended contents of the Terms and Conditions as announced by the Bank on the website.

- b) The Bank has the right to terminate/refuse/suspend the provision of services without prior notice to the Customer in the following cases:
- (i) The Customer fails to comply with these Terms and Conditions, the Bank's regulations or the law on the use of the service;
 - (ii) According to decisions, legal requirements or competent state agencies;
 - (iii) Cases related to counterfeiting, risk or fraud or when the interests of the Bank/Customer/Third Party may be violated;
 - (iv) When the Bank suspends services for maintenance, when there is a breakdown of the telecommunications service provider, when there is an incident due to causes beyond the scope of the Bank's control that leads to the inability to perform the service including, but not limited to, causes of technical problems, sabotage, earthquake, natural disaster, network interruption, power outage caused by the service provider or the Bank, when the transaction is not in accordance with the Customer's registered limit;
 - (v) Customers fail to comply with potentially risky security or service requirements as recommended by the relevant organization; suspecting that the transaction is related to criminal elements, money laundering, violations of the law or to implement the anti-money laundering policy in accordance with the provisions of the Bank and the law; cases beyond the Bank's control;
 - (vi) Other cases as prescribed in this Terms and Conditions and the provisions of law.

ARTICLE 12: POLICY ON INTELLECTUAL PROPERTY RIGHTS AND RELATED RIGHTS

12.1. All intellectual property rights existing in IVB's products and services belong to IVB or are legally licensed for IVB to use, accordingly, all legal rights are guaranteed. Unless agreed by IVB, customers are not allowed to transmit, use, distribute in any form or means, for any component of IVB's products and services.

12.2. IVB has full rights in copyrights, trademarks, business secrets and other proprietary rights in all IVB products. The use of rights and ownership (if any) requires prior written permission from IVB. Other than being licensed in writing, we do not grant any other license whether it is in the form of disclosure or implication for the Customer to exercise the above rights. Therefore, customers do not have the right to use IVB's products for commercial purposes without the prior written permission of IVB.

12.3. The Customer agrees to allow IVB to freely use, disclose, apply and modify any ideas, concepts, methods, suggestions, suggestions, comments or other forms of notification that the Customer provides to IVB through the use of products and services completely free of charge. The Customer waives and agrees to waive any rights and claims with any bonuses, fees, royalties, fees or other forms of payment related to IVB's use, disclosure, application, modification of any or all of the Customer's feedback.

ARTICLE 13: GENERAL PROVISIONS

13.1. Dispute Resolution

- a) If any dispute arises or is related to the use of Online Banking services, customers and IVB will prioritize resolving them together through negotiation and mediation. In case of unsuccessful conciliation, the parties have the right to bring such dispute to a competent People's Court in Vietnam for settlement.
- b) In case the Customer's complaint is not related to IVB's fault, the Customer will have to bear all costs arising from the handling of the complaint, according to the regulations of the competent state agency.

13.2. Applicable Law

These Terms and Conditions are made and governed by the laws of Vietnam.

13.3. Notification and receipt of notices

- a) The information about the service and the Terms and Conditions of use of the service as well as related information provided by the Bank to the Customer can be through the following forms: sending certified mail, mail, fax, direct mail, sending a message to a mobile phone number, posted at transaction offices/branches or published on the Bank's www.indovinabank.com.vn website. At that time, if the content does not mention the validity period, the time to determine that the Customer has received the information is as follows:

- (i) Fax: the time of successful faxing to the fax number that the Customer has registered with IVB;
 - (ii) by postmark if sent by mail to the contact address that the Customer has registered with IVB;
 - (iii) the time the email is successfully sent (if it is an email) to the email address that the Customer has registered with IVB;
 - (iv) the time when the Customer signs the receipt (if it is sent to the address of the Customer registered with IVB);
 - (v) the time the notification message was successfully sent to the phone number that the Customer has registered with IVB;
 - (vi) the time of posting the information on the Website
 - (vii) the time of completion of the listing at the Bank's transaction offices/branches, or
 - (viii) other times according to the deposit method prescribed by the Bank.
- b) For any questions, requests for tracing, complaints with the Customer's own account during the use of the Service, please contact IVB's Customer Service Center 24/7 at **1900 588 879** or at any IVB transaction point nationwide. For confidential information related to the account, account transactions, the Customer agrees to comply with the procedures for providing information in accordance with the Bank's regulations.

13.4. Other Agreements

- a) The parties commit to strictly implement the contents of this Terms and Conditions of Use and the attached amendments, supplements and appendices.
- b) The main language used in this Terms of Use and related documents between IVB and the Customer is Vietnamese;
- c) In the course of implementation, the parties acknowledge the original legal validity of the documents in the form of electronic data messages, electronic documents and bind them to the parties as notified by the traditional method.
- d) The Parties agree that the provision(s) of these Terms and Conditions shall be valid independently of each other unless expressly referenced correctly and completely. The invalidation of one or more of the provisions of these Terms and Conditions shall not affect the enforceability of the other provisions. In case any provision is invalidated, the two

parties commit with all their efforts to adjust it in accordance with the provisions of the law for enforcement.

- e) In case a foreign party participates, the parties may agree to use a common foreign language enclosed with the Vietnamese version. In case of any conflict between the Vietnamese version and the foreign language, the Vietnamese version shall prevail.
- f) These Online Banking Terms and Conditions are an integral part of any Agreement relating to the registration of Online Banking services for institutional customers through the Registration Forms. The change in the form or method of registration does not affect the binding effect of these Terms and Conditions.
- g) These Terms and Conditions are effective from the time of promulgation and are publicly posted on www.indovinabank.com.vn, IVB Mobile Banking, IVB Internet Banking and mobile application and replace the previous Terms and Conditions(s).
- h) In case the Customer registers and uses the service according to the previous Terms and Conditions, if the Customer continues to use the services after the date of posting this Terms and Conditions of Use, IVB automatically understands that the Customer has understood, agreed and agreed to the contents of this Terms and Conditions.

ARTICLE 14. SPECIFIC PROVISIONS ON REGISTRATION AND USE OF CERTIFICATION FORMS

14.1. General principles

Institutional Customers must use a form of confirmation that is appropriate for the type of transaction, the value of the transaction, and the law. IVB applies the following forms: Password (first factor), Soft OTP, Digital signature (second factor – 2FA).

14.2. Forms of certification

a) Password

- As a basic element for logging in.
- It must be changed for the first time and periodically according to the regulations of IVB and the State Bank.
- The minimum length is 8 characters, with a minimum combination of characters: numbers, uppercase letters, lowercase letters.

b) Soft OTP

- OTP code generated on IVB Mobile Banking application (advanced type: combination of transaction code).
- Conditions: Mobile device with the app installed, PIN/password protected, non-rooted (for Android devices) or jailbroken (for iOS devices)

(Explanation: Root/Jailbreak is the act of interfering deeply into the operating system to bypass the manufacturer's security limits. Rooted/jailbroken devices are at high risk of cyber attacks and information theft, so IVB does not support the use of Soft OTP on these devices to ensure transaction safety, according to the regulations of the State Bank of Vietnam in Circular 50/2024/TT-NHNN and additional amendments).

c) Digital signatures

- Electronic signature on USB Token (licensed vendor).
- The legal value is equivalent to a handwritten signature.
- Conditions: Activated with the vendor, the computer with the plugin/software installed, the Windows operating system is compatible.
- IVB will store digital signature information that customers register, check the legality and validity of digital signatures in accordance with the law (including verifying digital certificates from licensed suppliers). If the digital signature expires or is invalid, IVB has the right to stop providing services related to digital signatures without further notice, unless the customer updates it in a timely manner.
- When checking digital signatures on transaction documents, IVB follows the legal instructions: verification of integrity, authentication of identity, and legal validity. IVB stores inspection evidence (system logs, verification reports) in accordance with the regulations of the State Bank.

14.3. Transaction limits

Transaction limits (Limit/time and limit/day) are regulated in the form of confirmation that customers register and published by IVB on the website www.indovinabank.com.vn or other forms of notification that customers register. IVB has the right to adjust the limit and form of confirmation without the prior approval of the Customer, but must comply with the law and notify in advance according to Article 13.3.

14.4. Rights and obligations of the Customer

a) Customer Rights:

- Register/activate/change or stop using the forms of confirmation.
- Requires locking/unlocking when a problem occurs (device loss, information exposure).
- Complain about errors as prescribed.

b) Obligations of customers:

- Absolute confidentiality of the confirmation factor, not disclosed, shared with anyone.
- Immediately notify IVB if you suspect information disclosure.
- Change passwords periodically, protect your device from viruses/malware.
- Responsible for a transaction that is successfully confirmed in the registered form.
- Immediately notify IVB of any changes related to digital signature information (renewal, change of certificate, loss of USB Token) via hotline 1900 588 879 or the nearest branch/transaction office. Customers are responsible for updating valid digital signatures before making transactions.

14.5. Rights and obligations of IVB

a) Rights of IVB:

- Temporarily lock the form of confirmation if suspicious risks or transactions are detected.
- Reject the transaction if the required confirmation form is not met.
- Exemption from liability if damage is caused by disclosure of information from the Customer.
- IVB has the right to refuse the transaction if the digital signature on the document does not match the digital signature information registered at IVB, or if it is found that the digital signature is not legal/valid.
- IVB is not responsible for damages arising from the mismatch, expiration of the digital signature, or the failure of the Customer to notify the change in time, except for the error caused by IVB.

b) Obligations of IVB:

- Provide a form of safety certification and compliance with the law.
- Support activation/locking/unlocking when customers request.
- Resolve claims related to endorsements.
- Notify when changing the quota and form as prescribed.

14.6. Troubleshooting

- If you suspect that information is leaked or lost your device, customers need to immediately contact the hotline 1900 588 879 or a branch to remove the Soft OTP/revoke the Digital Signature.
- Enter the wrong code more than the specified number of times: The system will lock itself.
- IVB coordinates to process and restore services.

14.7. Disclaimer

- IVB is not responsible for damages caused by: disclosure of information from customers; customer equipment breakdowns; force majeure; Customer's input error.
- IVB is not responsible if the damage caused by the digital signature expires, is invalid, or does not match the registration without the Customer's notification.

ARTICLE 15: CHANGES TO THE CONTENT OF THE TERMS AND CONDITIONS OF USE OF THE SERVICE

15.1. IVB may change the terms and conditions in the Terms and Conditions for using Online Banking services for Customers by publishing on IVB's official website, notification via email, SMS, push notification on the online banking application or other registration channels of the Customer, or listed at IVB's transaction offices/branches.

15.2. If the Customer continues to use the service after the effective date of the change according to IVB's notice, it is considered that the Customer has accepted and agreed to be bound by such amendment, supplement or replacement. IVB does not need any additional approval from the Customer.

15.3. IVB reserves the right to change the website address, screen interface of the service, contact information and notify the Customer of these changes according to the channels in Clause 15.1.

ARTICLE 16: VALIDITY OF TERMS AND CONDITIONS OF USE OF THE SERVICE

16.1. These Terms and Conditions are effective from the date the Customer registers to use the service until the Customer stops the service.

16.2. In case the Customer has stopped using the service, the Customer is still bound by these Terms and Conditions and other agreements related to the Customer's rights and responsibilities that the Customer has not completed at the time of termination of the service.

ARTICLE 17: CONTACT INFORMATION OF IVB

17.1. IVB's official website: www.indovinabank.com.vn

17.2. Hotline 24/7: **1900 588 879**

17.3. IVB's transaction point network: posted on IVB's official website

17.4. Head office:

Indovina Bank Limited (IVB)

Address: 97A Nguyen Van Troi, Phu Nhuan Ward, Ho Chi Minh City

Phone: (028) 3942 1042

Fax: (028) 3942 1043