

## APPENDIX 2: TERMS AND CONDITIONS OF FUND TRANSFER SERVICE FOR INSTITUTIONAL CUSTOMERS ON ONLINE BANKING

"By making a Fund transfer order on the Online Banking channel, customers are deemed to have read and agreed to these Terms and Conditions and the amendments and supplements announced by Indovina Bank Limited (IVB) from time to time."

### ARTICLE 1: INTERPRETATION OF TERMS

- **Fund transfer request:** is a request initiated by the customer through the online banking channel (Internet Banking, Mobile Banking) to transfer money from the customer's account to the beneficiary's account or other forms of Fund transfer, according to IVB's regulations.
- **Beneficiary:** is an individual or organization designated by the customer to receive the amount from the Fund transfer transaction. The beneficiary can be identified through bank account information, beneficiary bank, telephone number, identification code, or other methods as specified by the service.
- **Fund transfer service:** is a service provided by IVB, allowing customers to make fund transfer transactions from their account to the beneficiary's account or other forms of Fund transfer through online banking, including but not limited to Internet Banking, Mobile Banking.
- **Forms of Fund transfer transactions:** there are many ways to classify forms of Fund transfer transactions, classification by system (inside IVB system, outside IVB system), classification by method (FastFund transfer, Normal Fund transfer), classification according to the validity time of the Fund transfer order (instant Fund transfer, future Fund transfer...).
- **Order making date:** is the date when the customer completes the internal process (the order maker initiates the order and the order approver approves) and sends the Fund transfer request on IVB's Online Banking system.
- **Effective date:** is the date on which the fund transfer transaction is processed and completed, which may coincide with the order date in the case of an instant transfer or different from the order date in the case of a scheduled transaction or delayed due to the processing process.

### ARTICLE 2: SPECIFIC PROVISIONS

## **I. Fund transfer outside IVB system via interbank system**

### **1. Service Description**

- The Fund transfer service outside the IVB system allows customers to make transfer transactions to accounts opened at other banks through the State Bank's interbank payment system, operating during working hours (from Monday to Friday).

### **2. Transaction processing**

- Fund transfer made and sent to IVB before the deadline (Cut-off-Time) within the working day of the domestic payment fund transfer channel will be debited immediately after the order is successfully confirmed and transferred to the beneficiary bank on the same day. The time it takes for the beneficiary to receive the money depends on the interbank payment system and the beneficiary bank.
- Transactions made after the cut-off-time on the working day of the domestic payment channel or on weekends/holidays will be debited immediately, but the fund transfer order will be processed on the next working day. The time it takes for the beneficiary to receive the money also depends on the systems involved.

## **II. Napas 247 Fast Fund transfer**

### **1. Service Description**

- The Napas 247 fast Fund transfer service allows instant transfer transactions to accounts or cards at member banks in the Napas system, operating 24/7.

### **2. Implementation method**

- In case the transaction is not immediately credited to the Beneficiary, the beneficiary bank will carry out reconciliation as prescribed. If the transaction is valid, IVB will complete the additional crediting on the next working day after Napas completes the settlement payment. If the transaction is invalid or has an error, the remitter may receive a refund according to Napas' transaction processing process.

## **III. Futures (Scheduled date) and Recurring Transfers**

### **1. Service Description**

- **Future transfers (Scheduled date):** Customers can make a fund transfer order and approve the fund transfer order successfully to the beneficiary account opened at IVB or opened at another bank, with the fund transfer date determined in the future.

- **Recurring Transfers:** Customers can set up recurring Fund transfer orders in cycles (daily, weekly, monthly, quarterly) to accounts opened at IVB or opened at other banks. Periodically, the user checker will approve the order set up to complete the transaction.

## 2. Notes

- **Transaction Limits:**
  - The limit of each fund transfer transaction is checked on the order making date and the effective date.
  - The day limit is only calculated on the effective date, not on the date of the order.
- **Validity Period:**
  - Futures transfers (Scheduled date) are valid for a maximum of **30 days** from the date of booking.
  - The recurring order will continue to be executed until the customer unsubscribes from the recurring order.

## IV. General provisions

From the time of making the order to the time of approving the order is **10 days**, beyond the above time limit, the order will be in the state of expiration.

## V. Customer's Rights

- To use the available balance on his/her current account to execute lawful and valid fund transfer orders.
- To request IVB to execute lawful and valid Fund transfer orders.
- To be provided with information and documents of the Fund transfer transaction including: detailed inquiry of the sent Fund transfer order, transaction status, notice of transaction arising, debit/credit notice, VAT invoice.
- Have the right to request and receive notices, instructions and warnings from Fund transfer service providers to identify and prevent risks when using Fund transfer services.
- To complain and claim compensation for damage in accordance with the law.
- Other rights shall comply with the provisions of the Terms and Conditions of Online Banking services.

## VI. Obligations of customers

- The Customer is responsible for ensuring that the source account has sufficient balance (including service fees) to execute fund transfer orders, including recurring fund transfers and futures fund transfers.
- Customers must provide complete, accurate and timely information related to the Fund transfer order, including but not limited to information on the source account, destination account, transfer amount, periodic fund transfer cycle and other information as required by the Bank.
- The Customer is responsible for checking and confirming the accuracy and legality of the information, documents and data provided by the Customer before making a transaction, in case of detecting errors or incorrect information, the Customer is obliged to immediately notify the Bank within 7 working days from the date of detection of any error or delivery any abnormal epidemic.
- The Customer is obliged to ensure compliance with applicable legal regulations related to Fund transfers, including regulations on the prevention of money laundering, terrorist financing, and the financing of the proliferation of weapons of mass destruction issued from time to time.
- The customer is fully responsible for all damages arising from the provision of false, incomplete, illegal information or insufficient balance in the source account at the time of making the transaction and exempts IVB from all liability.
- Protect the confidentiality of account and transaction information of individuals and organizations to ensure safety and confidentiality in Fund transfer transactions, promptly notify IVB when detecting errors or mistakes in Fund transfer transactions or suspecting that transaction information is being abused.

## **VII. Rights of IVB**

- To suspend or refuse to execute the Customer's Fund transfer order without being responsible in the following cases:
  - \* The current account does not have enough balance to execute Fund transfer orders, debit debits to collect service fees and debits to perform other financial obligations (if any).
  - \* Customers violate the regulations on Terms and Conditions of using online banking services, Terms and Conditions of Fund transfer services for institutional customers on online banking.

- \* The customer fails to fully comply with the requirements for payment procedures, invalid fund transfer orders, fails to provide sufficient documents proving the purpose of fund transfer at IVB's request in accordance with the provisions of law from time to time.
- \* IVB has grounds to believe that the transaction has signs of violating the law, or there are any signs of doubt about authenticity, forgery, fraud or fraud.
- IVB is not responsible for any damages and/or complaints and disputes (if any) arising to the Customer or to a third party related to the Customer due to IVB's exercise of its rights specified in this Terms and Conditions, including IVB's suspension or refusal to execute the Customer's Fund transfer order.
- Hereby, IVB is entitled to automatically debit (debit) any account (current account, deposit account and other accounts) of the Customer to collect service usage fees and transaction processing fees according to IVB's current Fee Schedule, and other financial obligations (if any). In case the debit account does not have enough money for IVB to collect fees and other financial obligations (if any), the Customer must pay in full by other sources as notified by IVB.
- Not to assume any liability when an incident occurs due to forgery, the legality of documents and Fund transfer documents, or because the Customer provides documents and documents not in accordance with regulations, and/or does not comply with IVB's instructions and regulations issued from time to time.
- Not responsible for any damages arising from IVB's inability to cancel or modify transactions that have been made by IVB at the Customer's fund transfer request.

### **VIII. Obligations of IVB**

- The Bank commits to execute fund transfer orders, including periodic fund transfers and future fund transfers, in accordance with the information and fund transfer schedule set by the Customer, except in case of technical problems or force majeure circumstances beyond the Bank's control (such as errors in the interbank payment system, etc natural disasters, or other incidents as prescribed by law).
- The Bank is responsible for informing the Customers about the status of the transaction or any issues related to the execution of the fund transfer order as soon as possible, through the communication channels registered by the Customers.

- The Bank ensures the confidentiality of the Customer's transaction information in accordance with the provisions of law and the Bank's confidentiality policy, except for the case of providing information at the request of the competent state agency.
- In case the transaction cannot be carried out due to the fault of the Bank, the Bank will refund the debited amount (if any) and compensate for direct damage (if any) in accordance with the law, unless otherwise agreed by the parties.
- The Bank has the right to refuse to execute the Fund transfer order if it is found to violate the Bank's laws and policies, or because the Customer provides incomplete, inappropriate information, or does not meet relevant regulations. In this case, the Bank will notify the reason for the refusal to the Customer.
- The Bank has the right to suspend or terminate the service of periodic Fund transfer or future Fund transfer if it detects fraudulent acts, violations of law or at the request of competent state agencies.

## **IX. Receipt and handling of tracing and complaints**

1. IVB receives requests for tracing and complaints from customers in the process of using the service, ensuring that the information provided by customers to IVB complies with the following principles:

- Forms of receiving requests for tracing and complaints from customers:

a. IVB receives requests for tracing and complaints from customers in one of the following forms:

(i) At all transaction locations in IVB's network nationwide;

(ii) Via IVB's telephone switchboard (phone number 1900 588 879) with audio recording, operating 24/24 hours a day and 7/7 days a week;

(iii) Other channels for receiving information prescribed by IVB from time to time.

b. IVB will verify the basic information that the Customer has provided when receiving complaints and tracing from the Customer.

- In case of authorizing another person to request tracing or complaining, the Customer shall comply with the provisions of the law on authorization.

2. Time limit for handling 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.

3. In case the Customer, IVB and related parties cannot reach an agreement and/or do not agree with the process of requesting tracing and complaints, the dispute settlement shall be carried out in accordance with the provisions of law.
4. IVB is exempt from the responsibility to compensate customers for losses in force majeure cases as prescribed by law, including but not limited to: natural disasters, enemy sabotage, war.
5. To receive, handle tracing and complaints in accordance with the Terms and conditions for opening and using accounts.