

TERMS AND CONDITIONS FOR OPENING AND USAGE OF ACCOUNT AT VRB

I. TERMS AND CONDITIONS FOR OPENING AND USAGE PAYMENT ACCOUNT

1. DEFINITION

1.1. **Current Account:** means VND or foreign currency non-term deposit account opened and used by customer at VRB to deposit, keep, withdraw cash, to perform non-cash payment transactions through bank by cheque, payment order, collection order, electronic money transfer and so on.

a. Current accounts are divided into 3 types: individual current account (whose account holder is an individual), entity current account (whose account holder is a juridical entity) and joint current account (account with more than 1 account holder who may be an individual or juridical entity).

1.2. **Bank:** means Vietnam-Russia Joint venture bank (VRB) or VRB branches.

1.3. **Customers:** means juridical entity, individual customer that owns an account at VRB.

1.4. **Politically exposed person:** is a senior official in the executive, legislative, administrative, military or judicial branches of a government (whether elected or not), a senior official of a major political party, or a senior manager of a company, institute or organization of a state-owned company. Senior officer: is a person who holds an important position in a state's legal, legal, military or court agencies, may or may not be elected, and is a person who holds an important position in a state. Major Party, or a senior manager of a company, academy or charity organization managed or with major capital contribution by the State. Senior Officers include individuals who are supported on behalf of a Senior Officer, in which the beneficiary is a family member or close relative of that Senior Officer.

1.5. **Beneficial owner:** is an individual who has actual ownership of one or several assets, and has the right to control customers who carry out transactions related to the assets for this individual; is an individual who has the power to govern a legal entity or legal agreement.

1.6. **Legal agreement:** is an agreement in the form of a trust or another form of similar nature established under foreign law, allowing the entrusted party to receive the transfer of legal ownership of assets from the other party entrust to operate, manage, and supervise assets for the benefit of the beneficiary or for the purposes determined in the agreement

1.7. **Cardholder** is the individual or organization that Issuing Association provides card to use, including primary and supplementary card holders.

1.8. **Primary cardholder** is the person or organization that signs card issuance and usage contract with Issuing Association.

1.9. **Supplementary cardholder** is individual permitted by the primary cardholder to use supplementary card and main cardholder commits in writing to obey all obligations arising

due to such card usage under the agreement on using card between the primary cardholder and VRB.

1.10. **ATM (Automated Teller Machine)** is a machine that cardholders may use to do such transactions as: cash deposit, cash withdraw, fund transfer, goods and services bill payment, balance inquiries, PIN change, card transaction inquiries or use other services.

1.11. **Cash Advance Point** is Point of Service, where cardholder can advance cash according to the law and signed contract with the Bank.

1.12. **Merchant:** is the organization, individual accepted the payment of goods and services by card under Card acquiring contract signed with VRB, and where VRB opens Acquiring point.

1.13. **Personal Identification Number - PIN** is a confidential code provided initially to card holder by the Issuing Association, and then is changed by card holder under defined procedure to use personal number to authenticate cardholders when making transactions.

1.14. **Issuing Association – IA, Issuer** include credit institutions, foreign bank subsidiaries that are allowed to issue card under provision of the State Bank of Vietnam

1.15. **Acquiring Association – AA, Acquirer:** credit institutions, foreign bank subsidiaries that are allowed to deploy the card acquiring under provision of the State Bank of Vietnam.

1.16. **Card Association (CA)** are the domestic and abroad associations, card issuing banks and Acquirer Company that VRB is a member or participate in cooperation.

2. REGULATIONS ON ACCOUNT USAGE AND OPENING

2.1. Account opening

2.1.1. Customers shall provide related documents and registered information and signature samples, stamp samples (of juridical entity) according to VRB's regulations for account opening. The presented documents are valid as prescribed by law. The information declared in the documents for account opening must be true and accurate. Customers shall be responsible for the information declared in the documents for account opening and must be immediately notify any changes of those information to VRB.

2.1.2. VRB has the right to request customers to provide proper documentation in order to open a new account comply with the management requirement of VRB.

2.1.3. In case the customers are under age of 15, or with no, restricted civil capacity, all procedures regarding the account opening and maintaining must be implemented through their representatives, guardians.

2.2. Use and manage account:

2.2.1. Customers must present original Identification documents registered with VRB when performing transaction.

2.2.2. Customers have to fill in all necessary information as prescribed by VRB and provide documents to prove the legality and legitimacy of transactions under the requirements of VRB and regulations of applicable law.

2.2.3. Authorization: Account holders can authorize other persons to use their accounts according to regulations of applicable law and procedures of VRB from time to time. Authorization must be made in writing and accepted by VRB.

2.2.4. Account management

a. Transaction place: Customers can deposit, withdraw money to, from their account(s) and perform other transactions on their account(s) at any branch of VRB.

b. Minimum balance: Customers have to maintain minimum balance in their accounts according to the regulations of VRB in each period.

c. Account management fee: as stipulated by the agreement between VRB and customers as follows:

+ Account management fee: VND (USD), month

d. Transaction charge and other related fees: as stipulated by VRB and announced to customers in each period; or shall be stipulated in the agreement between VRB and customer.

2.2.5. Providing account information: VRB shall inform account holder about their account transactions, balance, account blocking, other information and related documents in time and in the way agreed between VRB and customers. Customers can get their account information on their demand and have to pay fee for provided information according to the regulations of VRB in each period.

2.2.6. Block account:

a. VRB has the right to block a part of or the whole account balance on the deposit account of customer in the following cases:

- By agreement in writing between VRB and account holder, all joint account holders or their legally authorized persons.

- By any event that results in the VRB's right to automatically block account according to the regulations of VRB or agreement between VRB and customers.

- By the decisions or requirements in writing of competent persons or according to the regulations of applicable law.

b. The use of the blocked account during the blocked period shall be conducted according to the regulations of VRB. Balance of the blocked account shall be strictly controlled under the specified contents and shall be gained a certain suspended interest according to the VRB's regulations. Where a part of account was blocked, the remaining amount could be used as usual.

c. Unblock the account in following cases:

- According to the rules in the agreement between account holder(s) or authorized persons and VRB.

- Block period expires without legal extension under the decisions of competent person or the state body.
- By decision in writing of competent person or the state body before expiry date of the blocked account.

2.2.7. Provisionally block account, unblock account:

- The customer bank account will be provisionally blocked (transaction suspension) on a portion or entire balance when the Bank receives the written request of account holder (or legal representative of entity account holder) or prior written agreement between the Bank and account holder, except the account holder has not completed any payment obligations under the enforcement decisions of competent authority or not to pay off the debts to be paid to the bank where the account is opened.
- Unblocking account and processing transaction on current account will be upon requirement of bank account holder (or legal representative of institutional account holder) or written agreement between the Bank and account holders.

2.2.8. Account closure:

Account closure at the only branch where it was opened. In case closing the account with automatic fund transfer (AFT), the account is closed only on the next business day after deleting this automatic fund transfer. VRB shall close customer account in the following cases:

- By the request of account holders (or their guardian, legal representative).
- Where the death, missing or loss of civil capability of account holders.
- Where the termination of activity of the organizations opened accounts in accordance with applicable laws.
- Where account holders violate the laws on payment or break agreement with VRB in relation to open and maintain their account.
- Accounts are out of balance or the balance less than the specified minimum balance of bank and ceased transaction within 12 months since the date of latest transaction.
- The time limit for the notification to account holder before current account closure and other specific matters in relation to close the account shall be 10 days before account closure.
- Where account which is still remain its available balance, this remaining balance shall be solved according to regulations of applicable law and VRB.

2.2.9. In addition to the regulations mentioned, the use of current account must comply with the following regulations:

- a) Cheque issue: Current account holder shall be entitled to issue cheques from their account. Supplying and using cheque must be complied with the regulations of VRB in each period.
- b) Withdrawals (including withdrawing cash and transferring between accounts) according to the requirement from account holders, legal representative of account holders or authorized persons.

With respect to personal accounts, if transaction documents are not cheque payment, VRB shall have the right to request about documents for directly transacted by the account holders, account holder's legal representative, authorized persons.

With respect to entity account, transaction documents can be presented by account holder's legal representative or their authorized persons. If necessary, VRB may request the account holder's legal representative, authorized persons to make confirmation in writing or fax or registered email on content of the transaction documents.

In case of withdrawing money from entity accounts, the recipients must present ID, introduction documents of the entity (if person who withdraw is not legal representative of account holders).

3. RIGHTS AND RESPONSIBILITIES

3.1. Rights of customers:

- 3.1.1. To own the whole balance and its interest on the deposit account as according to regulations of applicable law and VRB.
- 3.1.2. To use the money of their accounts to perform legal and proper transactions.
- 3.1.3. To select and use services provided by VRB so long as suitable for the type of account and regulations of applicable law.
- 3.1.4. To request VRB to provide information on your account transactions and account balance.
- 3.1.5. To be assured that the information on their account as well as the money in their account shall be kept as the stipulated confidentiality of VRB.
- 3.1.6. To request VRB to close, block or change the way of using account if necessary.
- 3.1.7. To benefit the customer policies of VRB related to their accounts in each period.
- 3.1.8. To request the bank for account tracer and transaction inspection within 60 days since the day of transaction proceeded.
- 3.1.9. Other rights which complies with the Vietnam law's applicable regulations and of VRB.

3.2. Responsibilities of customers:

- 3.2.1. Comply with the rules of these terms and conditions and other agreements with VRB.
- 3.2.2. To notify timely to VRB on mistakes, errors of the customers' account or the customers' account being misused for illegal transactions.
- 3.2.3. To be responsible for risks or losses caused by customer's fault.
- 3.2.4. To make payment for all kind of fees and charges in relation to the provided banking services.
- 3.2.5. To ensure sufficient fund in the account to conduct payment requests. To be responsible for the payment which exceeds available balance of customers' account.
- 3.2.6. Do not allow other person to rent, borrow accounts for illegal transactions.

3.2.7. To provide accurate information to VRB in the process of using current account or requests to use payment service via their account.

3.2.8. To pay personal income tax and other taxes for investment account in accordance with applicable law.

3.2.9. To declare information under the US. Law which is required in the application form of current account opening request at VRB.

3.2.10. Other rights must comply with the Vietnam law's current regulations and of VRB.

3.3. Rights of VRB

3.3.1. VRB has the right to automatically debit customers' account in the following cases:

- To collect due, overdue debts, interest, valid cost arising in the process of account management and providing banking services in accordance with the regulations of VRB.
- To collect the due, overdue debts, interest, other payable costs in responding requests of other credit institutions where customers use saving certificate issued by VRB as collateral for loans.
- To conduct the payment obligation according to the regulations of the competent state agency.
- To make adjustment on transactions which are recorded incorrectly, improperly, or inconsistently with the scope of those transactions.
- Upon detection that the bank mistakenly credited to customer accounts; or as per request from the remitting bank to cancel money transfer because the remitting bank detects any discrepancy in comparison with the order from the individual, entity making the transfer order;
- Other rights according to regulations of applicable law and agreement between VRB and customers.

3.3.2. VRB has the right to refuse payment orders of customers in the following cases:

- Customers fail to comply with requirements payment procedures; Payment orders are improper or do not match with the registered information or be inconsistent with the agreements between VRB and customer
- Balance of customer accounts (including overdraft limit if any) is not sufficient for the execution of payment orders.
- By competent state body request in writing.
- Customer do not comply with the provisions of the law on foreign exchange management.

3.3.3. To refuse the suspension of proper payment orders which were previously conducted by VRB according to requests of customer.

3.3.4. In case of discovering account holders, users violate the regulations of applicable law and agreement with VRB or appearing signs of violation of law, VRB shall has the right to refuse the request and shall obtain evidences and inform the competent authority about the violation.

3.3.5. To block, close, transfer, clear and settle account balance under VRB regulations.

3.3.6. To stipulate security methods in payment in accordance with VRB's requirements and specific activities.

3.3.7. To request customers to provide related information in process of using account under regulations of VRB.

3.3.8. Other rights which comply with the Vietnam laws and regulations of VRB.

3.4. Responsibilities of VRB:

3.4.1. To fine customers for violating rules on using account according to agreements with VRB or regulations of VRB.

3.4.2. To instruct customers to make account opening documents, transaction documents and use account in proper way. VRB is responsible for discovering incorrect opened, misused account and making necessary adjustment.

3.4.3. To fully and timely execute payment orders, requirements of customers' account using in line with regulations of applicable law and agreement with VRB. To control customers' payment order and ensure that they are right, legitimate, legal transaction documents and comply with registered information. To fully and timely supply necessary services and payment methods related to customers' accounts to serve customers' transactions with VRB.

3.4.4. To record all customers' transactions on the basis of receiving legal and legitimate transaction documents. To make adjustment on customer account in case of incorrect, inconsistent recording within scope of the use of account according to regulations of VRB.

3.4.5. To ensure fund in customers account being safe and to secure all information regarding to customers' account. Do not supply, use, transfer account holder's information to a third party when it is not agreed by account holder yet, unless it is required by the state authority.

3.4.6. To make public disclosure VRB's regulations on account usage and opening.

3.4.7. To receive account complaint and tracer request of customers provided that they have valid request. Be responsible for all risks and losses arising from or in connection with violating regulations, exploiting customer's accounts due to VRB's mistakes.

3.4.8. To buy deposit insurance and to collect personal income tax from customers having transactions.

3.4.9. VRB shall be permitted to change contents of regulations on account opening and maintaining, to make public disclosure of this change.

3.4.10. Other rights must comply with the Vietnam law's current regulations and of VRB.

4. COMPLAINT AND TRACER

4.1. Account holder is entitled the right to make complaint or account tracer request within 60 days since the day of transaction through call center or written tracer request in form of VRB. In case customer complaints or makes tracer request through call center, the customer is required to submit the request in writing to the Bank within 5 days since the day of complaint through call center to be the official request. In case account holder authorizes other person to

make the request, the power of attorney or authorization letter is required and must comply with the laws on authorization.

4.2. The bank is obligated to receive the complaint, tracer request of customer about current account through call center (with phonograph) and by receiving the complaint, tracer request from customer at the bank's transactions offices, and at the same time proceed the verification of the basic information that the customer provides.

4.3. Time limit for resolving customer's complaints, tracer request is 30 days since the day of customer's request through call center or written request. Result of resolving complaint, tracer request shall be informed to customer in writing.

4.4. The bank shall indemnify customer against damages not by customer's fault and, or occurring by force majeure in accordance with the agreement and applicable law. The time limit for reimbursement is 05 days since the day of announcement on tracer resolving results.

4.5. In case time limit for complaint verification has expired but not identified which party bears the cause or fault, the bank shall, within the next 15 working days, deal with the client on the resolution.

4.6. In case of criminal signs detected, the bank shall inform competent authority according to the criminal procedure law and report to the State Bank (the Payment Department, Supervision Agency and local state bank offices), at the same time, to inform in writing to the client about status of resolving the complaint. The competent authority is responsible for investigation and resolving the criminal. If the competent authority declares the result of inspection without criminal elements, within 15 working days since the conclusion of the competent authority, the bank shall deal with the client on the resolution plan.

4.7. In case the bank, customer and related parties cannot make a deal or agree with the resolving resolution, the complaint will be resolved under the related laws.

5. GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION

These terms and conditions shall be governed by and construed in accordance with the law of Vietnam.

6. EFFECTIVENESS

6.1. These terms and conditions apply for customers who open, use account and use account services at VRB. Customer's registered information - The request for account opening shall be an integral part of this contract.

6.2. These terms and conditions are constructed in English.

II. TERMS AND CONDITIONS FOR VRB DEBIT CARD ISSUANCE AND USAGE

1. RIGHTS AND RESPONSIBILITIES OF CARDHOLDER

1.1 Rights of cardholder

- Using debit card to do payment at merchant and do cash advance transactions at CAS, ATM in local or, and global scope. Supplementary cards issued for supplementary cardholders under 15 years old are not allowed to make cash withdrawal transactions, only use for payment with purpose identified as writing agreement between VRB and primary cardholder.
- Card holder has rights to request VRB to check transactions and complain about error transactions (if any) within 30 days from the transaction date.
- Request VRB to terminate using card.
- In time of using card, card holder can request VRB to re-issue card in case card is lost, misplaced, damaged and must pay fee for re-issuing card to VRB.
- Receive current account's statement

1.2. Responsibilities of cardholder

- Directly go to branches of VRB to receive card. In case card holder cannot go to VRB branches, card holder can authorize other person to receive card. Authorization form is made in writing directly at VRB or must be notarized and made under VRB's regulation. In case of authorization on card receipt, PIN, card activation, cardholder must take all the risks which may occur, except for the cases of VRB faults.
- Protect the debit card.
- Secure the PIN, do not reveal the PIN in any cases.
- Card holder is responsible for right inform to VRB in case card is stolen, lost, fraudulent or doubted to be fraudulent
- Do not use VRB debit card to withdraw, fund transfer or pay in case there is not enough money in the current account.
- Full payment of fees associated with using card in accordance with VRB's tariff.
- Acknowledge all receipt, documents related to card transactions recorded and provided by Banks system. Card holder is responsible for paying all transactions with signature and, or using PIN, and other transactions if the Bank provides evidences proving transactions done by card holder without card holder's signature.
- Refund immediately and unconditionally for VRB as VRB request regarding the redundant withdrawal amount, beyond limit withdrawal, payment, amount credited with mistakes into cardholder account, claim transactions at ATM and Merchant which has been advanced for cardholder and other mistaken transactions that cardholders cannot prove legal ownership. Agree that VRB can auto debit, temporarily block and deduct money on current account, savings opened at VRB for these amount collection without informing to client.
- Card holder is fully responsible in case ATM have been paid, if card holder does not receive money after 30 seconds, ATM will retract cash.
- Take full responsibilities for risks (if any) relating to card transactions via Internet.
- Card holder must pay complaint fees to VRB in case of incorrect or inaccurate complaints.

- All requests of card holder arising in the time of using card must be made in writing at issuing branches as VRB's regulations. In each case, VRB can accept and implement requests via telex, fax, telephone; and VRB is not responsible for damages of card holder due to the implementation via telex, fax or telephone.
- Use card to do transactions in accordance with regulations of the Law, VRB and Card Organizations. Cardholder is total responsible as the Law on using money out of purpose.

2. RIGHTS AND RESPONSIBILITIES OF VRB

2.1 Rights of VRB

- Do not be responsible for the problems of machines, data processing, and telecommunication... beyond VRB's control.
- Debit cardholder's account value of all card transactions, arising fees and charges related to card issuance, use and payment according to the tariff stipulated by the Bank for each period, the regulations of the Law.
- Provide the authority and other permitted organizations, individuals with information of card holder, customer ID, statement and other card transactions according to regulations of the Law; provide card transactions of card holder though the phone when the person who requests on information can declare correctly all the information registered by card holder on Request on debit card issuance.
- VRB has rights to close card in case the client do not go to receive card after 60 days since card issuance date and VRB do not refund card-issuing fee.
- Block card, card functions when receiving announcement on lost, stolen, misplaced, PIN revealed or the bank doubts card, card information is being taken advantages as on phone, email agreed at Terms and Conditions on card issuance and usage and other phone calls from VRB operators.
- VRB has rights to stop using card in the case card holder violates the terms and conditions signed with the VRB or use fraud card, suspected fraud card.

2.2 Responsibilities of VRB

- Obey the regulations on issuing, acquiring credit card as the laws of Vietnam and Cards associations, to ensure the rights of card holder under these terms and conditions, store card holder's information except promulgated differently.
- Guide and inform card holder in the time of using cards and other relevant regulations of VRB in card management and usage.

2.3. Respect the rights of cardholder

- Be responsible for protecting card holder's information, not allowed to collect, use and transfer card holder's information to the third party without his,her permission, except the request of competent Government agency.

- Be responsible for solving card holder's request on verifications, complaints related to usage of card.

3. IN CASE OF LOSING CARD

Cardholder is responsible for informing to VRB by the fastest way in case card is stolen, lost, and fraudulent or doubted to be fraudulent on phone number: 1800 6656 or +8424 39429365... or other contact of VRB Call Center in each period or any VRB nearest branches, transaction offices. Card holder must provide exact information under VRB's request for VRB to block card status and directly come to VRB Branch to fill in Announcement on lost card within 01 working day from the date of losing card (if informed to VRB by other method), at the same time pay all fees as VRB regulations. Time for VRB to block card status is maximum 02 hours since receiving information that card is stolen, lost, and fraudulent or doubted to be fraudulent from customers or members of Card organizations. Card holder is responsible for all transactions made by card before the Bank receives information on stolen, lost, and fraudulent or doubted to be fraudulent cards.

4. CARD USING LIMIT

- Customer can use card with regulated types of using limit, including: withdrawal limit, purchase limit and other promulgated limit registered by the cardholder or VRB regulation on debit cards. The card using limit is published on VRB website.
- In case of demand on changing card transaction limit, card holder can contact to VRB to request on changing as VRB regulations in each period.
- Types of limit are regulated in each period as each service package and, or each card prefix registered by the customer.
- In case debit card is linked with overdraft account, the granting, using overdraft limit, limit change, repayment method, applied interest rate or other requests (if any) is in accordance with VRB provision on overdraft service in each period.
- In case customer requires to get back the remaining amount in account linked to card, VRB will process as provision on account and, or overdraft account in each period.

5. AMENDMENT ON CONTENTS OF TERMS

- VRB, at any time, with its discretion, has the right to amend, modify and supplement these terms and conditions by a written notice or email to the Cardholder(s) or announcement on VRB website; or any other methods.
- The modifications are valid at the date written in the notice or the date that VRB sends the notice (if effective date is not specified).

- Within 07 days since the date VRB informs on amendment, supplementation of Terms and Conditions, if cardholder does not agree with the amendment, supplementation, Cardholder is in charge of informing VRB to make deal of ending Contract of card issuance and usage.
- In case the card holder continues to use card after 07 days since the date VRB informs on amendment, supplementation of Terms and Conditions, it shall be construed that the Cardholder has accepted these amendments, modifications and supplementations.

6. IMPLEMENTING PROVISION

- These Terms and Conditions of card issuance and usage along with the request on card issuance of card holder is considered as the Contract legally bonding card holder and VRB. This Contract shall take effective since the Request on card issuance is signed by card holder and shall be applied by prevailing laws of the Socialist republic of Vietnam and regulations of issuing, using and acquiring international cards. In case there is any conflict between These Terms and Conditions with the Request form, These Terms and Conditions will be priority applied.
- In case of disputes which the parties may not settle through negotiations, conciliation or arbitration, the disputes shall be brought to competent court to be solved in accordance with the jurisdiction and rules of procedures determined by Vietnam law.

III. TERMS AND CONDITION FOR USING INTERNET BANKING SERVICE FOR INDIVIDUALS

1. SCOPE OF SERVICE:

1.1. i-IB service is provided to the concerned customer by accessing to the website www.vrbank.com.vn, including:

- Transfer in VND in VRB system;
- Transfer in foreign currency in VRB system;
- Domestic inter-banking transfer in VND;
- Domestic inter-banking transfer in foreign currency;
- International bank transfer in VND, US\$, RUB, EURO
- Open online termed deposit
- Pay principal, interest and overdue interest of loan
- Query account information, exchange rate, interest rate, service fee, bank information.
- Request account statement
- Other online services provided by VRB from time to time.

1.2. The provision of each or all above-mentioned services shall be complied with VRB's regulations from time to time.

1.3. The services are registered by filling and signing the request "Registration form of i-IB service" in accordance with VRB's form.

2. RIGHTS AND RESPONSIBILITIES OF THE CUSTOMER:

2.1. Rights of the Customer:

- Access to i-IB service to look up, query information and initiate other transactions in accordance with the registered services;
- Make claims on errors, violations (if any) arisen during the service use as prescribed by the law. Claims must be made in writing and submitted to VRB within 07 working days from the date on which customer's rights and benefits are breached. Beyond the above-mentioned period, VRB shall not be responsible for solving the customer's claims. In case the customer's claims are not due to VRB's faults, the customer shall pay the arisen expenses incurring on the claim settlement as prescribed by VRB;
- Amend the registered information by filling into "Request on i-IB service changes" and submitted it to VRB. The respective amendment shall be made by VRB after checking, confirming and approving the customer's information change request;
- Terminate the service use by filling the "Request on i-IB service termination";
- Request VRB to lock, suspend or activate the Username, grant & re-grant password;
- Request VRB to return the domestic bank transfers due to incorrect payment instructions, which makes the beneficiary's bank fails to credit the beneficiary's account. In case the payment instructions are incorrect, but the beneficiary's bank can still credit, the customer shall undertake their own responsibility.
- Other rights in accordance with terms and conditions for i-IB service and relevant legal regulations.

2.2. Responsibilities of the Customer

- Comply with VRB's regulations and law on opening, using, managing account, electronic commercial transactions and other regulations related to the transactions initiated by customer;
- Agree to provide all information that VRB requests to serve the service provision. Customer shall assure that all information provided to VRB is correct, legal, honest and updated. Customer shall undertake full responsibility to the law for the authenticity and legality of the information provided to VRB.
- Keep confidential and store information exchanged with VRB via email. Email addresses shall be registered to VRB via request on service use, change.
- Ensure that customer can use the services, VRB shall provide username, password to customer's registered email address, accordingly:
 - Customer shall change the password in the first time of use. The password needs to be changed regularly (at customer's discretion) or as per request. The password change shall comply with VRB's regulation on password changes.

- The customer shall keep confidential and preserve the username and password provided by VRB to ensure that only the customer can use i-IB service and shall apply all necessary measures to avoid and prevent the service use by unauthorized people.
- Customer shall not save password under any form that other may recognize, reveal information about username and password to any third person, does not select easy-to-predict password such as birthday or personal phone number.
- If it is suspected or found that the username, password and other identifiable elements are leaked and stolen, customer should immediately change your password. If it fails to implement, the customer shall immediately inform to VRB via the Hotline 1800 6656 or at any VRB's branch, transaction office. The concerned service of the customer shall be temporarily suspended until there is any other notification from customer.
- The customer is not allowed to unintentionally or intentionally leave the equipment while using the service. The equipment refers to both mobile phone and security device to access into the system. The customer shall ensure that the service connection has ended before customer no longer uses the equipment.
- In case Token is stolen, lost or damaged, the customer shall immediately inform to VRB to lock token and take necessary procedures to re-grant Token at the customer's request.
- VRB shall be immediately informed VRB when there is any change related to email address and phone number. Unless receipt of the change notice submitted by the customer, the service shall be continued to be provided via customer's registered email address and phone number. VRB is indemnified from all responsibilities for all damages, losses (if any) of the customer in case VRB provides the services via customer's registered email address and phone number which has been locked, canceled, errored, no longer exists or for any reason which results in the fact that customer cannot receive the services from VRB.
- Ensure adequate payment account balance to conduct transactions and pay transaction fees in accordance VRB's regulations on the valid date of transactions;
- Check the transaction result, status, and account balance after the transaction is processed by VRB; customer needs to check the reason for rejecting and follow the bank's notifications. In case the transaction is rejected, but customer's account is still debited successfully, the customer shall not re-conduct the transaction and immediately contact VRB for support.
- Agree VRB to debit the account to pay for the transactions, transaction-related fees, service use fees and dispute settlement fees in accordance with the regulations of VRB and the laws;
- Return to VRB with excessive payments, and, or related incurred interest (if any);
- At the customer's own expense, adequately equipment and regularly maintain to ensure the quality for all types of machinery, connection devices, system software's, etc., so as to connect and access i-IB service safely.
- Pay court fees in case the customer loses in lawsuits in accordance with the legal regulations.

- Other responsibilities in accordance with the terms and conditions for i-IB service and relevant legal regulations.

3. RIGHTS AND RESPONSIBILITIES OF VRB:

3.1. Rights of VRB

- Provide the required information to the customer and the State's competent agencies;
- Provide and change i-IB service fees, including but not limiting to: annual fee, registration, revision, termination service fees; fees for maintaining, granting and re-grating of username and password, security device; and fee of each transaction;
- Prescribe the type of payment account which is eligible for i-IB service use.
- Reject to process illegal and invalid transactions in accordance with regulations of VRB and the law or in cases beyond VRB's authority;
- The bank shall not adjust and supplement information for domestic transfers in VND and foreign currency conducted on i-IB system, but shall support the return request to customer.
- Lock, temporarily suspend, re-activate or terminate customer's service use in accordance with the customer's request or regulations at Article 10 (Service termination term) and, or in accordance with the request from the competent authority;
- Debit account to conduct customer's transactions; collect relevant fees in accordance with the tariff prescribed by VRB from time to time; to refund amounts that VRB has credited by mistakes into customer's account (if any);
- Debit or block the disputed amount and arisen fees when the dispute is taken into jurisdiction agencies (Court, Arbitration);
- Temporarily suspend i-IB services for the purposes of maintaining and upgrading the system or indemnity cases in accordance with the regulations at Article 8 (Terms of indemnity cases) of this document.
- Be entitled to terminate i-IB service use rights in case customer violates the legal regulations and, or regulations of VRB on the service use.
- Other rights in accordance with terms and conditions of i-IB service and relevant legal regulations.

3.2. Responsibilities of VRB

- Ensure customer's rights in accordance with i-IB use terms and conditions;
- Keep confidential information related to customer, account and transactions as prescribed by the laws;
- Block service right after receiving customer's notification in writing or via telephone about the loss of customer's device for receiving authentication information (mobile phone, token), loss or exposure of password;
- Solve requests on reconciliation and claims of customers during the service registration and use process;

- Make effort to provide accurate information to customer. However, owing to the characteristics of the service and some situations which are beyond VRB's authority, VRB does not assure that all information is correct and free of mistakes;
- Notify to customer on the website <http://www.vrbank.com.vn> when there is any plan on suspending i-IB service provision for the purposes of maintaining and upgrading the system;
- Other responsibilities in accordance with terms and conditions of i-IB service and relevant legal regulations.

4. TRANSACTION LIMITS:

- 4.1. Depending on the conditions from time to time, VRB is entitled to change or fix limits for customer's transactions;
- 4.2. In case there is any change in the transaction limits, a notice on the transaction limits of services shall be delivered to the customer via:
 - Branches, transaction points of VRB;
 - Website and, or service & product provision channels of VRB;
- 4.3. In case customer wants to conduct transactions which exceed VRB's transaction limits, he shall register with VRB, accept all risks (if any) and obtain VRB's consent.

IV. TERMS AND CONDITIONS FOR USING INTERNET BANKING SERVICE ON INTELLIGENT MOBILE DEVICE

1. INTRODUCING THE VRB MBANKING

VRB i-EB service: is the service provided by Vietnam – Russia Joint Venture Bank (VRB), to help you easily and conveniently make banking transactions on Intelligent mobile devices (using Android and iOS operating systems) every time everywhere.

VRB iPlus app: is the application provided by VRB to install on the customers' mobile devices for using VRB iPlus service. In some circumstances, VRB iPlus app can be understood as VRB iPlus service.

Main functions: domestic and international fund transfer; bill payment; topup ; savings; inquiry of current account, savings, loans, cards ; transaction history, search on exchange rate, interest rate, ATM and Transaction Office locations, etc.

Registration: Clients implement to register the service at VRB Transaction Offices. In case you have already been using VRB i-IB service, to use VRB iPlus service, you are required to download and install the service app from Apple App Store (for iOS operating system) or Google Play Store (for Android operating system).

2. PROVISION ON UPGRADE AND EXPAND THE SERVICE

VRB has the full rights to change VRB iPlus service policy in each period, upgrade, change, expand the services and amend, supplement Terms and Conditions for using VRB iPlus. These

change, amendment will be announced in one and, or some method such as VRB website, transaction counters, hotline, VRB iPlus app. Thus, the installation (including the case of upgrading new version of VRB iPlus app) and use of VRB iPlus service means that you have read, understood and agreed with all Terms and Conditions (including changed, amended terms and conditions) for using VRB iPlus service.

3. PROVISIONS ON TRANSACTION SAFETY AND SECURITY

Customers have the right to use VRB iPlus service and other utilities provided by VRB, however, that use does not include these following behavior:

- Reveal password, OTP (One Time Password). You bears the responsibilities for transactions using password or OTP.
- Record password on mobile device or laptop so that someone has stolen it.
- Tell or let anyone borrow, use your account to access VRB iPlus app and let others take advantages of these information for other purposes.
- Do not check thoroughly transactions with information of beneficiary, wrong information which lead to unsuccessful transactions or mistaken beneficiary.
- Request on cancelling or deleting completed financial transactions.
- Use VRB iPlus service at any method violating the law, for any illegal purpose.

4. PRINCIPLE FOR USING VRB IPLUS SERVICE

- You agree that, secured elements registered by You or provided by VRB are used when making e-transactions with defined value, proving your approval in doing transactions in VRB iPlus app.
- Data recorded in VRB system or in the third party system or on other software applications under any method of initializing, receiving and processing the orders, commands of your transactions, content of these orders is the legal proof between VRB and You to define your use of banking service via VRB iPlus app and You are totally responsible for these orders, commands.
- You are responsible for using VRB iPlus service in accordance with VRB Userguide for using service. The solutions to ensure safety and other related content are public on VRB website or as agreement, as guidance of VRB when You access and use service.
- You use service with limit as VRB regulations in each period (that is public on VRB website or as VRB announcement).
- Financial transactions fees and charges as VRB Provisions on Service fee in each period.
- VRB shall not charge any fee for downloading VRB iPlus service application. However, You may bear the fee for downloading data and any other fees as provisions of the mobile data provider.

5. CUSTOMER COMMITMENT ON USING SERVICE

- You are responsible for your Mobile device which install VRB iPlus app for using and any other issues related to the use of this service by any other third party.
- You are responsible for informing VRB on any change, including but not limited to the change of mobile phone number, email address and under any circumstances VRB shall not bear any responsibilities for the loss, damage, cost, incurred cost that You must pay because you have not notices the changes to VRB.

6. VRB COMMITMENT ON PROVIDING SERVICE

- VRB has the rights but not the obligation to make changes, improvement and, or amend the VRB iPlus app provided by VRB in each period.
- Unless otherwise regulated by applicable law, VRB reserves the rights to terminate VRB iPlus and, or expand, reduce or suspend permitted transactions on this application, change the procedure and transaction limits related to the service based on security, at any time and will announce to you by one and, or some method such as via VRB website, transaction counters, hotline, VRB iPlus app.
- VRB reserves the rights at any time for the notice, amendment, modification of these Terms and Conditions.
- VRB iPlus service is provided based on a primitive state and VRB does not ensure the continuous and uninterrupted service. Thus, although you can use this service at any time, you also agree that at some specific moments, you may not access, use, make some or all services due to the system maintenance or any other reasons.
- VRB will try to pexecute your transaction orders at the right time. However, VRB does not ensure the execution of transaction order or avaibility of the service at that time, because the service provision depends on may electronic devices and technologies used in each time and may go through many intermediaries. This may lead to the delays and malfunctions during the process of receiving, transmitting any transactions orders from you or from VRB to you.
- VRB uses secured and encrypted communication methods to transmit, store personal data and transactions. VRB commits not to reveal your information to any third party unless requested by the competent State authority.

7. TERMS OF DEALING WITH VIOLATION

In case you violate any provision in these Terms and Conditions for using service, VRB has the rights to immediately block your account and, or remove all registered information, violated content. At the same time, depending on the violation nature and extent, you will be liable to the competent authority, VRB and the third party for any damage caused by or originated by your violation.

VIETNAM - RUSSIA JOINT VENTURE BANK