

TERMS AND CONDITIONS FOR OPENING AND USING ACCOUNT

ARTICLE 1: DEFINITIONS

The wording used in the Terms and Conditions shall be construed as follows:

- 1.1. "THE BANK" means KEB HANA BANK – HANOI BRANCH
- 1.2. "Customers": are individuals/organizations that open current account at THE BANK.
- 1.3. "Account": is current account of Customers opened at THE BANK.
- 1.4. "Application cum Agreement for opening individual/ corporate account and services": is Application for opening individual/ corporate account as requested by Customers and approved by THE BANK.
- 1.5. Dormant account is an account that the current account balance is less than the minimum balance as THE BANK's regulation at any time and does not have any transactions arising within continuous 1 year, excluding interest income transactions, recurring regular charges or regular receivables of similar nature. A dormant account may be dead activated or restricted in some transactions such as withdrawal, remittance or using related services until Customers take actions to reactivate Account at counter.
- 1.6. "Force Majeure Event": events happen objectively unforeseeable and cannot be overcome despite taking all necessary measures and the ability such as war, strike, riot, crime, natural disasters including fires, floods, earthquakes, hurricanes or other natural disasters, disruption or failure of the electrical system, the internet, telecommunications.

ARTICLE 2: RIGHTS AND OBLIGATIONS OF KEB HANA BANK – HANOI BRANCH (THE BANK)

2.1 Rights of THE BANK

- THE BANK at its discretion is entitled to debit Customer's Account in following cases:
 - In respect of due, overdue debts, interests and other lawful expenses arising during the process of account management and supply of payment services; THE BANK must notify Account holder about this debit;
 - Payment obligations under the written request of the competent State agencies, who force the Customers to make payment; or conclusion related to fraud or cheating from competent authorities; THE BANK must notify Account holder about this debit;
 - For adjusting items that are wrongly accounted/ not accounted to the right nature/ not comfortable to the details of the current account in accordance with law regulations and inform the Account holder;
 - Upon finding out the customer's account is credited wrongly or upon request for cancel of Credit order from the transferred bank because such transferred bank finds out some mistakes against the remitter's payment order; THE BANK must notify Account holder about this debit;
 - To pay service charge for account maintenance if the account balance fails to maintain the minimum balance that it is publically notified at THE BANK branches or on THE BANK's website or by one of the form of notification regulated in Article 8 of this Terms & Conditions, the regular, periodic liquidations in accordance with agreements between THE BANK and Customers; THE BANK must notify Account holder about this debit.
- THE BANK has the rights to refuse the execution of payment orders issued by Customers in the following cases:
 - Customers do not fully comply with the requirements on the payment procedures; the payment orders are invalid, illegal, inconsistent with registered elements or not in accordance with current regulations;
 - The available balances on customer's accounts are insufficient for the execution of payment orders unless there are prior agreements on overdraft with THE BANK;
 - Upon receiving a written request of the competent authorities or having appropriate evidence showing that the payment order is for the purpose of money laundering, terrorism financing as stipulated by law regulations on anti-money laundering;
 - The current account is being closed, temporarily locked, totally blockaded or partially whereas the remaining balance that is not locked/blockaded, is not sufficient (for case of overdraft) or is in excess of the overdraft limit for performing payment order;
 - Customers violate prohibited acts as prescribed in Article 8 of Decree No. 52/2024/ND-CP dated 15/05/2024 about cashless payment;
 - Customers refuse to provide information or provide incomplete information about customer identification as THE BANK's request; or when THE BANK has doubt about the truthfulness of information and transaction purpose for special transactions that must be monitored according to provisions of Law on Anti-Money Laundering;
 - Accounts have signs of fraud, cheating; or illegal purposes according to THE BANK's criteria;

- To refuse a request for temporary lock, close or not blockaded yet of joint account by the holder as defined in Article 5 of this Terms of Conditions when the account holder has not fulfilled yet its payment obligations under an enforcement decision of the competent state regulator or has not fully paid the payables to THE BANK.
- THE BANK has the rights to block, close, transfer or settle the account balance in accordance with this Terms of Conditions and applicable provisions by THE BANK that is publically notified by one of the form of notification regulated in Article 8 of this Terms & Conditions. In case of no provisions by THE BANK, it will be applied in accordance with current law regulations. THE BANK may at any time also return to Customers all or a part of the amount which may be standing to its credit, or refuse to accept further deposits from Customers, or limit the amount of such deposits in its absolute discretion.
- THE BANK has the rights to require Customers to provide relevant information when using payment services under the Application cum Agreement for opening individual/corporate account and services and current regulations;
- THE BANK has the right to verify and re-view Customer's identification information in the following cases:
 - Customers have suspicious signs according to the regulations of Anti-money laundering law;
 - THE BANK doubts the legality and validity of the documents in opening and using the demand deposit account, which were collected before by THE BANK;
 - Information of Account holder (for individual customer) and legal representative (for organization customer) is included in the Blacklist according to Anti-money laundering law; the List of suspected fraud and scams provided by the State Bank Vietnam; or the List of customers related to suspected of cheating, fraud, or violation of law provided by the Ministry of Public Security and other authorities (if any);
 - Information about Current account and account holder is incorrect or inconsistent with the data and information of related authorities;
 - Customer changes information (such as: address, Identity Card, Citizen Identity Card (for individual customer); or name, type of business, legal representative, chief accountant, authorized person, major shareholder and authentication information of these individuals, ect. (for organization customer));
 - Customer provides information and documents that do not match the information and documents previously provide by customer or collected by THE BANK;
 - Customer that does not have an account, or has an account inactive during the last 6 consecutive months, deposits, withdraws, or transfers money totaling at least VND 400,000,000 (four hundred million), or a foreign-currency amount of equal or greater value a day, except for a final settlements or withdrawals of savings interest, credit card debt repayments, repayments of loans to financial institutions, instalment payments registered with financial institutions, withdrawals of profits from securities or bond investment portfolios.
- THE BANK has the right to provide information of Customers and account information of Customers to third party with Customer's prior consent, unless providing by request of competent state authorities in accordance with prevailing law and provide information on the balance of account to the representative, the heir (or representative of the heir) of Account holder when Account holder dies or is declared dead;
- THE BANK has the rights to fine and request Customers for indemnification (if any) for violating regulations on the use of account agreed in Application cum Agreement for opening individual account and services or stipulated in this Terms and Conditions and prevailing laws;
- In acting on the Customer's instructions to transfer/remit money from an account to any account or person outside Vietnam, the Bank shall be entitled to assume that the Customer has obtained all relevant approvals and permissions from the Vietnamese authorities for such transfer of money out of Vietnam and the Bank will not bear any liability to the Customer or to any third party in consequence of such transfer/remit being made without any necessary approvals. The Bank may request the Customer to provide evidence of such approvals and permissions at the time of transaction.

2.2 Obligations of THE BANK

- To provide the guidance for Customers in compliance with provisions on application document for opening account, preparation of transaction documents and account(s)'s using;
- To store the signature specimen, stamp (if any) of account holder, legal representative of account holder (in case Customers are organizations) and authorized persons for the purpose of verification, comparison during the use of current account;
- To perform fully, timely payment orders, requirements for the using of accounts by Customers in accordance with provisions or agreements between THE BANK and Customers;
- To conduct accounting under any arising economic activities on the basis of lawful and valid accounting documents being provided. THE BANK shall be entitled at all times to correct any errors made by THE BANK either in Crediting or Debiting any account or in executing any orders of Customers in connection there with. In

case the errors cause any damages, the parties will together determine the damage and the compensation (if any) on the basis of the fault of the parties to cause the damage.

- THE BANK shall sufficiently send Debit Notes, Credit Notes, Account statement to Customers on the daily/monthly basis as requested. THE BANK informed promptly about the transactions arising on current account and balances, status of blockade regarding to current account for Customers in the form agreed upon in this Terms and Condition and is responsible for the accuracy of the information.
- THE BANK shall provide guidelines and recommendations on checking, complaints of customers within the regulations of Article 6 of this Terms and Conditions.
- To periodically update Customer's information or when Customer informs any change in the opening file Customer's current account; also timely update and verify information for customers that are identified as high risk customers according to THE BANK's criteria To maintain the submitted documents of account and transaction documents in compliance with law regulations;
- THE BANK is responsible for securing personal information and data of customers or provided by customers; information relating to accounts and transactions in Customer's accounts, unless otherwise stipulated in this Terms and Conditions or by Law. To be responsible for any damage due to error or being misused, abuse of Customer's accounts caused by THE BANK's mistake;
- To promulgate internal regulations on opening and using payment accounts, that also need to be instructed and announced publicly for customers to know and implement;
- To comply with law regulations on anti-money laundering and counter-terrorism financing; not to perform prohibited acts on opening and using payment accounts as prescribed in Article 8 of Decree No. 52/2024/ND-CP dated 15/05/2024 about cashless payment

ARTICLE 3: RIGHTS AND OBLIGATIONS OF THE CUSTOMER

3.1 Rights of the Customer

- Customers shall be entitled to use its account to deposit, withdraw money and request THE BANK to use the balance on payment account to perform lawful, valid payment orders. Customers shall be facilitated by THE BANK to use its accounts in the most effective and safest way;
- To choose and agree using payment services and utilities provided by THE BANK in accordance with its requirements, capability and legal regulations;
- To authorize other person in writing to use its accounts for a period of time in accordance with legal regulations;
- To request the provision of information on payment transactions and balances on its accounts;
- To require THE BANK to lock account temporarily, close account, block account, cancel account blockade or change the method of using account when necessary; to send notice to THE BANK about a dispute arising over a joint-account between joint-account holders;
- To request THE BANK to provide guidance on the safe management and using of payment accounts; to answer and handle questions and complaints during the process of opening and using payment accounts as agreed with THE BANK;
- Customers are permitted to request the checking and complaints within 60 (sixty) days from the date of the proposed transactions for checking and complaints.
- To receive interest on the money amounts on its accounts at the interest rates publically notified by THE BANK by one of the form of notification regulated in Article 8 of this Terms & Conditions depending on the accounts characteristics and balances and in accordance with the interest rate-management mechanism promulgated by the State Bank in each period.

3.2 Obligations of Customer

- All instructions to the Bank must be in writing with the original signature of an authorized signatory for the applicable account, in the same style as the specimen provided to the Bank. For the avoidance of doubt, photocopies or instructions by fax, e-mail are not acceptable unless the Customer has made the separate agreements, in writing, with the Bank.
- To make sure there is enough balance in payment accounts to execute established payment orders. In case there is an overdraft agreement with THE BANK, related obligations must be fulfilled when payments exceed the credit balance on the accounts;
- To observe the terms and conditions for opening and using account of THE BANK that are publically notified by one of the form of notification regulated in Article 8 of this Terms & Conditions, and to secure sufficient money in the account for payment, unless having other agreements with THE BANK;
- The account owner must observe strictly the regulation for foreign exchange control of the State Bank of Vietnam in regard to utilizing as well as depositing foreign currency to their account, cash and fund transfer or remittance...

- To be responsible for any mistakes, abuse, fraud in using payment service that caused by Customers;
- To comply with the guidance of THE BANK on issuing payment orders such as Cheque, Transfer Application, and using payment mode, processing of payment transactions, using, circulating, filing transaction documents and securing payment, which are stipulated by THE BANK. Customers shall be responsible for keeping all such forms secure, and shall indemnify and hold THE BANK harmless from any losses or claim arising from or connected with the loss, fake or misuse of such forms. Customers shall notify THE BANK immediately on discovering that any Cheque or payment orders issued by THE BANK have been stolen, lost or mislaid. Such notification should be performed as regulation of Article 5 of this Terms and Condition;
- To timely notify THE BANK upon discovering any errors, mistakes on account or having a doubt that account is misused. To refund or coordinate with THE BANK in refunding the amounts which were credited into customer's account by virtue of errors, mistakes;
- To supply full, clear and accurate information relating to the opening and using of current account. To timely notify and send related documents to THE BANK upon arising any change of the current account information; to take responsibility for risks arising in case of providing and updating incomplete, inaccurate information; and for damages caused by customer's mistake;
- To maintain a minimum balance on the current account as stipulated by THE BANK in each period, minimum balance is publicly posted at THE BANK's transaction address or publicly declared at THE BANK's website or THE BANK announce to Customer by one of notification manner as regulation of Article 8 of this Term and Conditions;
- Comply regulations of law and the bank regarding anti-money laundering, counter finance terrorism, sanction, FATCA and relevant regulations.
- Customers shall not be permitted to use for renting, lending and use or authorize other parties to use the current account for illegal payment transactions such as money laundry, counter-terrorism financing, defraud or violating the law.
- Customers shall be liable for any devaluation of the funds in customer's account due to the imposition of withholding tax or any other taxes or any fluctuation in currency exchange rates;
- Not to perform prohibited acts on opening and using payment accounts as prescribed in Article 8 of Decree No. 52/2024/ND-CP dated 15/05/2024 about cashless payment.

ARTICLE 4: USING METHOD OF CURRENT ACCOUNT

4.1. Minimum balance:

- VND: VND 0 (zero Vietnam Dong)
- USD and other foreign currencies: 0 USD or equivalent

In case there is a change in the minimum balance as specified above, THE BANK will notify customers as specified in Article 8 of this Terms and Conditions.

4.2. Interest of current account: balance on current account is applied with non-term interest rate as regulated by THE BANK each period.

4.3. Management fee, transaction fees and other related charges: based on fee tariffs promulgated by THE BANK each period. Fees will be collected in cash or debited from customer's accounts.

4.4. The Bank will furnish the Customer with Certificate of Deposit balance/Statement of Account at any time when the Bank receives application written from customer under the Bank's application form. However, when issuing the Certificate of Deposit balance/Statement of Account, the Bank reserves the right to rectify any error therein. If no notice of any discrepancy is given within 7 banking days after posting of the Certificate, the Customer is deemed to have accepted the Certificate/Statement and will not hold the Bank responsible for any errors therein.

4.5. Using of current account:

- The account holder can use the current account to deposit, withdraw cash and request THE BANK to provide payment services through the account, such as: providing payment facilities, performing payment orders, collections, bank card, remittance and other services in accordance with current laws;
- The using of current account of individual, who has limited capacity for civil acts, who has lost the capacity for civil acts, the difficulties in awareness and behavior, must be done by a representative. The representative carries out payment transactions on the represented individual's current account according to the provisions of civil law on guardianship and representation.
- The using of current account, which is opened to serve the purpose of monitoring deposits, ensuring solvency and other purposes as prescribed by laws, must be complied with relevant legal regulations. THE BANK is not

allowed to proactively debit deposits, balance on the payment guarantee account, or balance used to ensure the performance of obligations according to the provisions of law (except in the case of the deposit and balance used to ensure the performance of obligations for THE BANK;

- The using of joint-account must comply with the written agreement (or contract) on management and using of joint-account signed by joint-account holders and the following rules:
 - The joint-account holders have equal rights and obligations regarding the joint-account; and the using of joint-account must be agreed by all account holders. Each account holder is responsible for paying all debt obligations arising from the using of joint-account;
 - Notices related to the using of joint-account must be sent to all account holders, unless there is another agreement signed between THE BANK and account holders;
 - Each joint-account holder can authorize another person (including the other joint-account holders) to use the joint-account on his/her behalf, but this authorization must be agreed in writing by all joint-account holders;
 - In case one of the joint-account holders is individual who dies, is declared dead, is declared missing or losing of civil act capacity; organization that is dissolved, bankrupt or terminates operation in accordance with the law, the right to use the joint-account and the obligations arising from the using of joint-account are resolved according to the provisions of law;
 - In case the joint-account holders have different nationalities and residence statuses, the joint-account can only be used within the scope of permission of all account holders according to the law on foreign exchange management.
- Customers only can make withdrawals and payment transactions by electronic method when the identification and biometric authentication of the account holder (for individual customer) or legal representative (for organization customer) have been completed.
- The using of current account in Vietnam Dong opened by non-residents or residents who are foreign individuals; and current account in other foreign currencies must comply with the provisions of this Article and the law on foreign exchange management.

ARTICLE 5: BLOCKADE OF CURRENT ACCOUNT, CANCELLATION OF BLOCKADE AND LOCK OF CURRENT ACCOUNT AND CANCELLATION OF LOCK, TERMINATION OF CURRENT ACCOUNT

5.1. Blockade of Current Account:

- THE BANK blocks partial or full amount on account of the customer in the following cases:
 - When there is decision or request in writing by the competent authority in accordance with law;
 - According to prior agreement between Account holder and THE BANK or request of Account holder;
 - THE BANK found the confusion, mistake when mistakenly credited to the account of the customer or refund requests of organizations providing other money transfer services due to confusion, errors comparing to payment order;
 - When there is a request from one of joint-account holders to block account, unless there is a prior written agreement between THE BANK and joint-account holders;
 - THE BANK detects fraud, violations of law related to the current account of the customer;
 - Other cases prescribed by law and THE BANK
- After blockade of current account, THE BANK will notice (in writing or in the form of notice was agreed in this agreement) for all account holders, or guardians, legal representative or authorized person of the account holder the reasons for and the scope of current account blockade.
- Blocked amount on current account would be preserved and controlled by content of blockade. In case account is blocked partially, unblocked part is still normally performed.
- In case of blocking current account as stipulated in Point (ii) Clause 5.1 of this article, blocked amount paid on account shall not exceed the amount of the payment order that was wrong, mistaken or amount on money order is required to refund.

5.2. Cancellation of Current Account blockade:

- THE BANK cancels the payment blockade on payment account in one of the following conditions:
 - Expiration of the blockade;
 - According to prior agreement between Account holder and THE BANK;
 - A written request of the competent authority of the cancellation of current account blockade;
 - THE BANK has processed the errors, confusion about the transfer;

- When there is a request from joint-account holders to cancel the blockade or there is a prior written agreement between THE BANK and joint-account holders;
 - After THE BANK verify that current account is no fraud nor violation of law;
 - Other cases prescribed by law and THE BANK.
- The use of blocked accounts, blocked amount, blocked time, processing of the payment orders through current account during the time of blockade complies on blockade content.

5.3. Lock of Current account:

- THE BANK temporarily lock (suspend the transactions) current account of customer a part or the entire amount on account when arising upon written request of the account holders (or legal representative of account holder) or follow agreement in writing between the account holder with THE BANK. Unless THE BANK reject temporarily locked request, closing the current account or not lock current account as regulated when the holder(s) of Account do not finish payment obligations under decisions of authority or not pay off debts payable to THE BANK;
- The termination of locked requests and the processing of payment orders inward or outward in the locked period at the request of the holder of the current account (or guardian, legal representative of the current account) or under a written agreement between the account holder with THE BANK.

5.4. Termination of close current Account:

- THE BANK closes the current account of the Customer in the following cases:
 - A written request to close the account from account holder and account holder has fulfilled all obligations relating to the current account. In case the account holder is individual, who has limited capacity for civil acts, who has lost the capacity for civil acts, the difficulties in awareness and behavior, the termination was performed at the request of the guardian, legal representative of the account holder;
 - One of the holders of Joint-Account send closing request in writing to THE BANK and Joint-Account holders has full implementation of the obligations related to the account;
 - Holder of individual account dies, is declared to be dead, missing or lost the capacity for civil acts;
 - Organization of corporate account terminate the operations in accordance with law;
 - THE BANK detects that the customer used fake document or impersonation to open and use current account for fraudulent purposes or other illegal activities;
 - Account holder violates commitments or agreements in the agreements to open and use a current account with THE BANK; violates legal regulations in payment transactions;
 - Account holder violates prohibited acts regarding payment account specified in Clause 5, Clause 8 of Article 8 of Decree No. 52/2024/ND-CP dated 15/05/2024 about cashless payment;
 - Accounts don't maintain balance (the balance is zero) and accounts have been inactive for 5 consecutive years.
 - Other cases as regulation of the law.
- THE BANK will inform the account holder, legal representative of THE BANK decision about closing accounts and balance in the account will not bear interest from the date of notification. In case the holder of individual account dies or is declared to be dead, has limited capacity for civil acts, loses civil act capacity, has the difficulties in awareness, behavior, THE BANK will inform the guardian or legal heirs.
- Fee collection of current accounts complies with current regulations in each period.
- After closing the current account, customers want to restore the current account or sign up to open and use a new current account, the procedure will be made as regulated in opening new current account with any charges applicable (if available).
- Upon the closing of an account, either by the Customer or by the Bank, all account books, unused cheques and account cards must be returned to the Bank.

5.5. Payment of the balance after the termination of current account:

- Balance prior to closing the current account of the customer (including minimum balance and close the dormant account) is treated as follows:
 - Pay debts due, overdue and any interests, eligible costs incurred in course of managing period of Account and the supply of payment services as regulated by THE BANK;
 - Pay under the request of the account holder, guardian, legal representative of the account holder in case the holder of current account is individual, who has limited capacity for civil acts, who loses civil act capacity, who has the difficulties in awareness, behavior or heirs, representatives of inheritance in cases where holder of individual account dies, is declared to be dead, missing;
 - Payments under the decision of the court

- In the following cases, THE BANK will carry out handling payment account balance of customers according to the legal regulations.
 - Account holder violates the legal regulation in payment
 - Account holder violates agreements with THE BANK
 - Account owner/ heir /heir's representative or guardian/ legal representative of the account holder not to withdraw money after THE BANK notified in writing of the account termination for current account holders/ representatives of heirs, or guardian/ representative and/ or account holder is single individual or all account holders have been declared missing
- THE BANK will perform according to the law in cases the legal beneficiary on the account balance do not settle the account after notification or agreed upon in writing with the account holder, in accordance with the regulations of current law.

ARTICLE 6: TREATMENT THE RESULTS OF CHECKING, CLAIMS

6.1. THE BANK receives requests on checking, complaints of customers in the process of using current account in compliance with the following principles:

- Apply two forms of receiving information, including complaints by telephone hotline (with recording) and by checking at THE BANK branches or transaction offices;
- In case receiving information via telephones, THE BANK will guide and Customers must fulfill the application for checking information, THE BANK will base on this application to handle checking and complaints. In case the holder authorizes to others for checking, complaints, customers comply with the legal regulations of the authorization;

6.2. The time for processing the results of checking, complaint:

- Within maximum of thirty (30) working days from the date of receiving the first application of checking in one of the specified forms under Clause 6.1 of this article;
- Within maximum of five (05) working days from the date of notification of results of checking, THE BANK reimburse the Customer for any damages or losses incurred by the fault of THE BANK and/ or not under events of force majeure as defined in clause 1.6 of the Terms and Conditions;
- In case the expiration of handling the application of checking & complaints, two parties still do not determine the cause or fault of either party, within fifteen (15) working days, the parties will together determine the damage and the compensation (if any) on the basis of the fault of the parties to cause damage.

6.3. Signs of a crime:

- THE BANK will inform authorities under the legal regulations on criminal procedure and report to State Bank (Payment Department, Banking Supervision Agency, State Bank in provinces, cities); simultaneously, provide written notice to customer the status of checking. The handling of checking results is resolved under the responsibility of the authorities of jurisdiction. In case government authorities notify the checking results with no criminal element, within fifteen (15) working days from the date of conclusion the authorities, THE BANK will continue to perform the checking and processing customer complaint in the order as stated in Clause 6.2 of this Article.
- In case THE BANK, customers and related parties do not reach an agreement and/ or disagreement with the proposed results of checking, the dispute shall comply with regulation of law.

ARTICLE 7: SETTLEMENT OF DISPUTES AND HANDLING OF VIOLATIONS

- The terms and conditions shall be governed by the laws of Vietnam.
- In the process of implementing the terms and conditions, if there is a dispute, the parties will negotiate within 30 (thirty) days from the date of the dispute arisen. In the case the dispute cannot be resolved by agreement, it will be negotiated by the People's Court in Vietnam.
- If any one or more of the terms and conditions of this Terms and Conditions or any part of the terms and conditions become invalid or unenforceable under any applicable law in any obligations; it will not affect the legality, validity and enforceability of the remaining terms and conditions of this Terms and Conditions in the jurisdiction and/ or any other jurisdiction.
- The lack or delay of implementing the rights and obligations of THE BANK as the Terms and Conditions will not be deemed a rejection of all or a part of the rights and obligations of THE BANK unless THE BANK announced by writing about the rejection of rights and obligations.

ARTICLE 8: NOTIFICATION

- Notification of account balance and transactions arising on current account: information is sent to customer via text message using the phone number registered with THE BANK;

- Notification of blockade, lock of current account; expiry date of identification documents in current account opening file and other necessary information during progress of using account: information is sent to customer via one of following methods: registered post, email, fax, text message, phone or other methods agreed by customer.
- In the event of changes in service fees and / or any of the terms or conditions of this Terms of Conditions, THE BANK will update public information in one of the following methods: (i) on the website of THE BANK, (ii) the mass media; (iii) publicly listed at THE BANK branches, transaction offices; (iv) send information to customers by post, email, fax, text messages, phone registered; (v) other methods have been agreed by Customers.
- In case the Customer does not agree with the changes of the THE BANK, Customer may request a termination of accounts at THE BANK. When customers continue to carry out transactions with THE BANK after the notification, they shall be deemed the customer agree with the change of fee and/ or the terms of conditions under this Terms and Conditions.
- All these changes to be seen as customers received:
 - Within three (03) days from the date of sending (the confirmation of post), if sent by letter; or
 - On day of sending if sent by fax; or
 - On day of receiving if sent through the form of automated messages, email, direct telephone;
- Any notification, confirmation, suggestions, requests of Customers with THE BANK must be made in writing, and Customers must sign and send to THE BANK. However, THE BANK can (but not mandatory) accept and implement the request by fax, phone or email the Customer already registered or notified in writing to the THE BANK each period.

ARTICLE 9: PERSONAL DATA PROCESSING:

Purpose of processing of personal data of customer or personal data provided by customer; providing information to third party: to serve the payment services to customer, handle cases of suspected fraud, cheating or violations of legal regulations in accordance with "Consent to Processing of Personal Data" signed by customer.

ARTICLE 10: VALIDITY AND TERMINATION OF PROVISIONS

- This Terms and Conditions and documents attached hereto (if any) are integral parts of the "Application cum Agreement for opening individual/corporate account and services" and shall be in effect from the signing date of Application cum Agreement for opening individual/corporate account and services to the termination of the utilization of account and fulfillment of all payment obligations owing by Customers to THE BANK. The using of account shall be terminated in one of the following cases:
 - In one of the cases of account closing specified in Clause 5.4 of Article 5 this Terms & Conditions.
 - THE BANK terminates operation in accordance with laws.
- The Parties or their inheritors must fully perform the rights or responsibilities arising from this Terms and Conditions and Application cum Agreement for opening individual/corporate account and services prior to the termination of current account.

ARTICLE 11: OTHER AGREEMENTS

- The main language used herein, in the Application cum Agreement for opening individual/corporate account and services, the Terms and Conditions and relevant documents, instruments among THE BANK and Customers is Vietnamese.
- In case of involving foreign elements, the parties may use common foreign language together with Vietnamese. In the event of discrepancy between the two versions, the Vietnamese version shall be prevailed.
- Any notice (if any) on changes of any terms or conditions herein informed by THE BANK to customers in accordance with this Terms & Conditions shall be an integral part hereof.
- Issues are not specified herein shall be governed by the laws of Vietnam and agreements between customers and THE BANK.
- Customers and THE BANK verify that they have read, understood and undertaken to duly perform terms and conditions stipulated in Application cum Agreement for opening individual/corporate account and services, this Terms and Conditions.