

Electronic Financial Services Terms of Use

Article 1. Purpose

The purpose of the terms of use is to set forth the rights and obligations of KEB Hana Bank Co., Ltd. ("Bank") and its users ("User") concerning the use of 1Q Bank services ("Service") which are the electronic financial services including Internet banking, mobile banking, and phone banking provided by the Bank.

Article 2. Definitions

The definitions used in the terms of use are as follows:

1. "Electronic financial transaction" refers to a transaction in which the User directly utilizes various services including inquiries, account transfers, remittances, etc. provided by the Bank via a medium.
2. "User" refers to an individual or business customer who uses electronic financial services in compliance with an agreement they have signed with the Bank for electronic financial transactions.
3. "One-time password (OTP)" refers to an access medium that is issued by the Bank to the User for identity verification to process an electronic financial transaction.
4. "Biometric authentication" refers to a means for identity verification using biometric information (iris, fingerprint, etc.) that the User stores on the User's mobile phone in advance and that can be used instead of an accredited certificate when the User uses transfer services including login to the smartphone banking and transfers.
5. "Payer" refers to the holder of an account ("Withdrawal Account") from which funds are withdrawn in an electronic financial transaction.
6. "Recipient" refers to the holder of an account ("Deposit Account") into which funds are deposited in an electronic financial transaction.
7. "Medium" refers to an electronic device including computers, telephones, or other electronic means used to transmit or process information of the electronic financial transaction.
8. "Access medium" refers to any of the following means or information used to instruct a transaction or to ensure the authenticity of the User or transaction details in an electronic financial transaction.
 - A. Electronic signature generation information or certificate provided by the Bank and the password required for their use
 - B. A user number and password for login which are registered at the Bank
 - C. Biometrics information of a registered User
9. "Password for login" refers to a password for verifying a user number when the User accesses to a medium.
10. "Transfer password" refers to a password that the User uses to conduct a transfer transaction

via a Medium.

11. "Transaction order" refers to a request made by the User to the Bank for processing an individual electronic financial transaction in compliance with the agreement on electronic financial services.

12. "Account transfer" refers to a transaction in which funds are withdrawn from an account and deposited into the other account of the Bank or the other bank by the Bank in response to the Payer's transaction order.

13. "Scheduled account transfer" refers to an account transfer instructed by the User in advance to be processed by the Bank on a specific date in the future.

14. "Business day" refers to a day on which the Bank and its branch offices operate normally.

15. Terms that are not specifically defined in the terms of use shall follow the provisions of the Electronic Financial Transactions Act and other relevant laws, and terms and conditions.

Article 3. Content of Services

The services provided by the Bank pursuant to the terms of use are as follows: The actual services provided the Bank shall be determined at the discretion of the Bank, and some Services may not be available depending on devices.

1. Inquiries, transfers, remittances, loan, import/export, fund management, incident report, etc.
2. For business customers: approver's management of approval transactions and access
3. Other services designated by the Bank

Article 4. Application, Change, and Termination of Services

1. The Service agreement shall be established after the User submits a service application to the Bank in writing or via electronic devices, and the Bank verifies and approves the application.
2. Existing Service Users may add or change a medium via application and verification procedures on the Service without the need to submit a separate written request.
3. If the User wants to continue using services that have been suspended or continue using the User's account that has been suspended due to loss, theft, or too many failed entry attempts, the User can request the respective branch office to use the services.

Article 5. Issuance and Management of Access Means

1. The Bank shall issue an access means only when the User applies for issuance, and the identity of the User is verified.
2. Notwithstanding Paragraph 1 above, the Bank may issue an access means through identification verification without requiring the User to visit a branch office if the Bank has obtained the User's consent for renewal or replacement of the access means, and this service is only available to the existing access holder.

3. When registering passwords for login or transfer directly through a medium after signing an electronic financial transaction agreement with the Bank, the User must register the password within seven days from the contract date.
4. For registering a password, the User shall not use alphanumeric characters that a third party may easily recognize (e.g. date of birth, phone number, name, etc.), and the Bank may require the User to change his/her password at intervals of a certain period.
5. A User shall not lend, entrust, or transfer an access means required for electronic financial transactions to a third party and shall carefully manage his/her access means to protect the access means from theft, forgery, or tampering.

Article 6. Service Hours

1. A User may use electronic financial services within the business hours specified by the Bank.
2. The service hours are subject to change at the Bank's discretion, and the Bank posts changes in the service hours on the medium available for posting at least three business days prior to the effective date. Exceptions are unavoidable circumstances such as system failure recovery, urgent program maintenance, external factors and others.

Article 7. Fees and Payment Methods

1. The Bank may withdraw fees on electronic financial transactions from the User's account or receive the fees in cash directly from the User, and the method of receipt shall be as separately specified by the Bank.
2. Fees shall be calculated based on the Bank's method for calculating fee rates. When the Bank intends to change the fee rates, the Bank shall post information about the changes through a medium available for posting at least one week prior to the effective date. The post shall be maintained for a month.

Article 8. User Verification

1. If the user enters a user number, login password, account password, transfer password, or OTP password via his/her medium as required by the Bank and the input matches the data registered at the Bank, the User's identity shall be verified for the provision of services.
2. For security purposes, the Bank may require additional information for user verification. For smartphone banking, the Bank shall offer services by verifying the User's identity when biometric information that the User enters on the mobile phone in his/her name that has been registered for use of biometric information matches to the biometric information stored at the Bank.

Article 9. Account Registration

1. A User shall designate a withdrawal account in advance and apply for registration in writing at the Bank.
2. A User shall designate and register a deposit account at the Bank. If an account is not registered, transfers shall be deposited into a deposit account instructed at the time of transfer transaction.

Article 10. Transfer and Remittance Limits

A User shall set transfer and remittance limits in accordance with the method required by the Bank.

Article 11. Transfer Service

1. The withdrawal limit of the withdrawal account shall be the amount of the cash deposit balance and the loan limit on the date and time of transfer transaction.
2. Requests for scheduled transfers (including scheduled bulk transfers) and deposits of transfer funds into withdrawal accounts shall be completed by the deadline as specified by the Bank, and the date and time and the method of transfers to deposit accounts shall be under the Bank's policy.

Article 12. Establishment of Transaction

When the User wants to proceed electronic financial transactions, the transactions shall be established at the time prescribed as follows.

1. Account transfer: when the Bank confirms the content of transaction instructions entered by the User and records withdrawal funds (including fees; the same shall apply hereinafter) as withdrawn in the withdrawal account ledger
2. Cash withdrawal: when the Bank confirms the content of transaction instructions entered by the User and records withdrawal funds as withdrawn in the withdrawal account ledger
3. Remittance: when the Bank confirms both the content of transaction instructions entered by the User and the deposit funds
4. Scheduled account transfer: when the Bank confirms the content of transaction instructions entered by the User (Note that funds should be deposited into the withdrawal account before a transfer transaction proceeds.)
5. Requests for opening and modifying of import and export L/C, import payment, export exchange purchase, and collection: when the Bank confirms the content of a transaction instruction entered by the User and relevant payment funds that have been deposited into the withdrawal account

6. Loan payment: when the Bank confirms the content of a transaction instruction entered by the User and records withdrawal funds as withdrawn in the withdrawal account ledger.

Article 13. Handling Criteria for Transaction Instructions

1. The Bank shall process transaction instructions after verifying that the information (account number, password, user number, etc.) provided in the User's transaction instructions matches the information reported to the Bank.
2. When withdrawing funds from a withdrawal account following the User's transaction instruction, the Bank shall withdraw funds without using a passbook, payment claim, or check regardless of any individual deposit transaction terms of use in case a fee on the transaction is charged).
3. If the name of a receiver cannot be verified due to the nature of a transaction including bulk account transfer, inter-bank account transfer, etc., the Bank shall process the transaction based on the account number of the receiver.
4. For scheduled account transfers, the Bank shall process a transaction if the funds in a withdrawal account at the time of transfer is greater than the amount instructed by the User.
5. For scheduled account transfers, the Bank shall process a transaction on the following business day if the scheduled date for the transfer is set to be a holiday.
6. If processing times for each transaction are already set, the Bank shall process a transaction instruction that is submitted after the processing times on the following business day.

Article 14. Restrictions on Transactions

1. The Bank may restrict transactions under instructions of electronic financial transactions if the transactions are the cases as follows:
 - ① If the funds in a withdrawal account are below the amount to be withdrawn at the time of processing an electronic financial transaction. However, if there are any specified terms of use for such transactions, the Bank shall process the transactions following the respective terms of use.
 - ② If a deposit or withdrawal account has been terminated or transactions of the account have been suspended
 - ③ If a balance certificate of a deposit or withdrawal account is issued on the transfer date.
 - ④ If the User instructs the amount of transfer that exceeds the transfer limit set by the User
 - ⑤ If the User who has agreed to use account transfers to a designated deposit account instructs a transfer to a non-designated account
 - ⑥ If the Bank determines that processing a transaction is invalid due to legal restrictions on payment
2. The Bank may restrict transactions via a medium for any one of the reasons as follows:
 - ① If a certificate has expired or has been revoked
 - ② If the User fails to enter the correct information in the number of attempts allowed by the Bank in a row on any dates when the User's identity is verified with access means such as an OTP

password and biometric information Note that the Bank may set different numbers of attempts per access means.

3. In the case of Paragraph 2, the User must re-register access means after applying for lifting the lock-out in writing by visiting the Bank. If the Bank allows the User to use a separate method to lift a lock-out via a medium, the User may re-register and use access means by using the method.

4. If transactions have been restricted in cases of Paragraph 1 and 1, the Bank shall notify the User of the respective reasons of restriction via the User's medium when the User instructs a transaction.

Article 15. Cancellation or Change of Transaction Instruction

1. When a transaction is established, it cannot be canceled or modified. However, instructions for a scheduled account transfer can be canceled one business day prior to the transfer date through the respective medium.

2. When a withdrawal account is terminated at the request of the User, all instructions for scheduled account transfers registered for the account shall be canceled too.

3. The death, sentence of incarceration, or declaration of incompetency of the User or the dissolution, merger, or bankruptcy of the Bank or business associates themselves shall not be considered reasons for the cancellation or modification of transaction instructions and shall not affect the Bank's authority.

Article 16. Confirmation of Transaction Details

A User shall be responsible for verifying whether a transaction instruction matches the result of the Bank process and shall immediately notify the Bank if it is discovered that the transaction instruction and the result of the process do not match. In such cases, the Bank shall take necessary measures including verifying the transfer routes of transfer funds or restricting withdrawals.

Article 17. Handling Errors

If the Bank confirms that an electronic financial transaction has been processed differently from a transaction instruction, the Bank shall correct the transaction in accordance with the instruction and notify the respective User of the correction.

Article 18. Handling of Incidents and Failures

1. If the User discovers theft, loss, forgery, or alteration of access means or the leakage of confidential information during the process of the transaction, he/she must report the fact to the Bank immediately.

2. The report in the case of Paragraph 1 shall take effect upon being submitted to the Bank and after a reasonable time required for computational input.
3. To withdraw the report in the case of Paragraph 1, the User must apply for withdrawal in writing at the Bank.
4. In the case that an instructed electronic financial transaction cannot be processed due to failures in telecommunication or other reasons, the Bank shall deposit the instructed withdrawal amount to the withdrawal account and notify the User of the fact.
5. Upon a request by the User, the Bank shall promptly investigate the cause of an incident or failure and notify the User of the result.

Article 19. Change of Personal Information

1. When the User wants to change personal information reported to the Bank including the account number, password, user number, name of the business, address, phone number, etc., the User shall report changes to the Bank in writing.
2. Changes to personal information shall take effect when the Bank accepts the report as in the case of Paragraph 1 and after a reasonable time required for computational input.

Article 20. Notification Method and Validity

1. The Bank shall inform the User of the result of processing the transaction immediately via the respective medium. In the case of inter-bank and scheduled account transfers, the User shall be notified of the result of submission immediately via the respective medium.
2. The Bank shall notify the User via a phone call to the phone number provided by the User, a written notification, or other media.
3. If the Bank notifies the User via a written notification, the Bank shall assume that the written notification has been delivered after a normal period for delivery except for the cases of accidents such as natural disasters.
4. If delivery of the written notification sent by the Bank is delayed or failed because the User has not reported changes of personal information in accordance with Article 20, the Bank shall assume that the notification has been delivered after a normal period for delivery.

Article 21. Liability and Disclaimer

1. If the Bank has accepted the report from the User as per Article 19, and fraudulent transfers occur after a reasonable time required for computational input, the Bank shall compensate the User the principal and the interest calculated based on the 1-year maturity deposit rate for the fraudulent transfers. However, if the amount of loss caused to the account as a result of fraudulent transfers exceeds the amount calculated based on the 1-year maturity deposit rate, the respective amount of loss shall be compensated.

2. If an electronic financial transaction has been processed following the User's transaction instruction after the Bank verified the information (account number, password, user number, etc.) indicated in the User's transaction instruction matches the reported information, the Bank shall not be liable for any loss caused to the User as a result of forgery, alteration, or other misuse of access means and not attributable to the Bank, except for the cases where an incident which is not attributable to the intent or negligence of the User occurs in the transfer process of a transaction instruction.
3. When an electronic financial transaction that has been requested by the User and accepted by the Bank cannot be processed or is delayed due to accidents including natural disaster, power outage, fire, telecommunication failures, etc., the Bank shall not be liable for any loss caused to the User if the Bank has notified the User of the reason for infeasibility or delay.
4. The Bank shall not be liable for any loss caused to the User because the User has put off notifying the Bank of changes of personal information as prescribed under Article 19, Paragraph 1.
5. The Bank shall not be liable for any loss caused to the User because the User has not confirmed or notified the Bank as prescribed under Article 17. However, this shall not apply to cases where the Bank has processed a transaction differently from the transaction instruction of the User.
6. As per the provisions prescribed under Paragraphs 3 and Article 21, Paragraph 2, the Bank shall not be liable for any loss caused to the User for reasons not attributable to the Bank when the Bank has failed to notify the User of the reasons.
7. With respect to the use of notification services (email, etc.), the Bank shall not be liable in the event that the Bank cannot notify the User due to failures of the telecommunication medium specified by the User or that information related to the User is leaked due to the carelessness of the User.

Article 22. Obligations of Confidentiality

Except for the cases prescribed by the law, the Bank shall not provide User-related information obtained via processing electronic financial transactions to a third party without the User's consent. However, the Bank shall be liable for theft or leakage of User-related information attributable to the Bank's negligence.

Article 23. Preservation of Transaction Records and Provision of Information

1. The Bank shall retain and maintain the records of withdrawals and deposits in electronic financial transactions for five years.
2. Upon requests of the User, the Bank shall provide the User with records and data of electronic financial transactions that the Bank maintains and administers as long as such provision is pursuant to relevant laws and regulations.

Article 24. Changes to Terms of Use

1. The Bank shall post changes to the terms of use via the respective medium for at least one month immediately prior to the scheduled effective date, and the changes shall be deemed to be approved if the User does not submit an objection in writing during the period.
2. Notwithstanding Paragraph 1, the Bank shall post urgent changes to the terms of use due to amendments or revisions to relevant laws or regulations via the respective medium for at least one month.

Article 25. Priority in Application of Terms of Use

1. If an agreement separately established between the Bank and the User differs from the provisions set forth in the terms of use, the separate agreement shall take precedence.
2. Specific matters that are not defined in the terms of use regarding electronic financial transactions shall be governed by a separate agreement.
3. Specific matters that are specified in neither the terms of use nor other separate agreements shall be governed by relevant laws and regulations in the case other applicable terms do not exist.

Article 26. Explanation on Stipulation and Issuance of the Terms of Use

1. The Bank shall post the terms of use via the respective medium, and upon a request by the User, the Bank shall provide a copy of the terms of use to the User via electronic transmission (including transmission by email), facsimile, mail, or direct delivery.
2. If the User requests an explanation of the terms of use, the Bank shall explain to the User about the important content of the terms of use via any one of the following methods:
 - A. Directly explain to the User about the important content of the terms of use
 - B. User-friendly explain to the User about the important content of the terms of use via an electronic device.

Article 27. Objection

When the User has an objection to the process of electronic financial transactions, the User may require the Dispute Resolution Department of the Bank to resolve the issue or apply for dispute settlement through the respective financial dispute department of the local financial authority and the like.

Article 28. Governing Law

Specific matters that are not indicated in the terms of use shall be subject to local and relevant laws and regulations on electronic financial transactions in the Vietnam.

Addendum**Article 1. Effective Date**

(1)The terms of use shall be effective as of November 5th, 2018.