

GENERAL TERMS AND CONDITIONS OF ACCOUNTS AND SERVICES AT BIDV

Attached with Request cum Contract of customer information and account services registration and Requests for banking services registration Effective on date 21/03/2016

We would like to express our sincere thanks to the Customers for opening and using accounts and services at BIDV. It is very important for you to read these General Terms and Conditions of accounts and services at BIDV (Hereinafter referred to as "The General Terms and Conditions") applicable to your accounts. This document should be read carefully with the Request cum Contract of customer information and account services registration, Requests for banking services registration and specific terms and conditions of the related products and services as they provide in details the legal agreements binding the Customer and BIDV. You hereby agreed that once you have signed in the Request cum Contract of customer information and account services registration and/or Requests for banking services registration and approved by BIDV, you are legally bound by this General Terms and Conditions.

Following are what you have to do before using account and account services of BIDV.

- First of all, read the General Terms and Conditions.
- Please keep this document for records.
- The General Terms and Conditions are applied to customers opening account and using account opening services at BIDV.

I. GENERAL TERMS AND CONDITIONS

1. Interpretations and definitions:

- 1.1. "Contract" includes Request cum Contract customer information account services registration and/or sign up retail banking services and/or secondary card Registration, including The General Terms and Conditions and the documents of amendments and supplements (if any).
- 1.2. "Customer" means any individual or entity mentioned in the Form of account opening request and/or requests for bank services.
- 1.3. "Bank" or "BIDV" depending on the context is understood as Joint Stock Commercial Bank for Investment and Development of Vietnam and/or its Branches, Transaction Offices, Savings Offices, Representative offices of Joint Stock Commercial Bank for Investment and Development of Vietnam and/or other entities as prescribed by BIDV from time to time.
- 1.4. "Working day": means the day when BIDV is open.
- 1.5. "FATCA": means Foreign Account Tax Compliance Act of US.
- 1.6. "Customer information": means the data about the Customer and service used by the Customer at BIDV, collected and recorded by BIDV during communication and transaction with the Customer.

2. Customer information:

- 2.1. By opening and using the account and service with BIDV, Customer agreed that will collect, use and provide Customer information in compliance with these provisions.

2.2. Customer information including relevant information about the Customer, Customer's transactions, Customer's usage of the products and services of BIDV and relations between the Customer and BIDV, collected by sources from the Customer, or may be collected by BIDV from other sources (including widely used information), formed or collected with other information by BIDV.

2.3. Use of Customer Information:

BIDV may use Customer information for the following purposes:

- 2.3.1. Meet the needs within internal operation of BIDV: credit and risk management; system or product planning and development, insurance, audit and operation, other purposes as prescribed by the law;
- 2.3.2. Exercise or protect the rights of BIDV;
- 2.3.3. Maintain the general relations between BIDV and Customer (including Customer care, marketing or promotion of financial services or other products relating to the Customer and market research);

2.4. Customer Information Provision:

Customer information may be provided:

- 2.4.1. As required by Customer and/or Guardian/Customer's legal representative.
- 2.4.2. As required in writing by Government agencies in compliance with law.
- 2.4.3. As required by the third party approved or authorized by the Customer.
- 2.4.4. As required in writing by the Customer's successor;
- 2.4.5. As required in writing by the involved party as regulated by the Code of Civil Procedure and the Code of Administrative Procedure.
- 2.4.6. As required in writing by the person under judgment enforcement in compliance with law on judgment enforcement.
- 2.4.7. As required buy the Independent auditor of BIDV, Banking Inspection and Supervision Agency of State Bank of Vietnam.
- 2.4.8. As required by FATCA.
- 2.4.9. At the request of other competent authorities.

2.5. Customer's obligations:

- 2.5.1. Customer agreed to provide information to BIDV during opening, use of service, settlement of claim, dispute at BIDV.
- 2.5.2. Customer agreed to promptly keep BIDV (no later than 30 days under any circumstance) informed in writing of any change to the Customer information provided to BIDV.
- 2.5.3. Undertake to comply with FATCA: if the Account holder opened account (s) at BIDV and at any time in the future the Account holder becomes subject to US income tax (or involved one of US signs as regulated), the Account holder agreed to fully comply with FATCA by updating amended information within 30 days from the effective date of such amendment for BIDV and related documents (if any); agreed that BIDV has the right to do what is deemed necessary and in accordance with the relating legal provisions to comply with FATCA.
- 2.5.4. In case the Customer wants to make periodical payment to an account in US or authorize a person who have address in US, the Customer is responsible to verify with the Bank the

foreign status for individual (Form W-8BEN) or verify the American taxpayer status for corporate customer (Form W-8BEN-E).

- 2.5.5. Undertake to provide sufficient documents required by FATCA within 90 days upon request of opening deposit account (if there are no sufficient documents).

3. Information receipt and provision, complaint settlement

- 3.1. Customer shall be responsible for monitoring, updating the regulations, processes and content relating to The General Terms and Conditions; simultaneously maintaining facilities and address to receive information from the Bank.
- 3.2. If the Customer needs to provide information about the transactions over its account, has question, request for reviewing, complaint about the information provided, the Customer may contact the BIDV Customer Care Centre at number 19009247 or 0422200588 or other telephone numbers provided by the Bank from time to time or send letter to BIDV through the Mailbox on BIDV Online (for the Customer who use BIDV Online) or to any Branch/Transaction Office of BIDV nationwide. For the confidential information relating to the account, account transaction, Customer agreed to comply with the information provision procedures applied by the Bank.
- 3.3. For the transaction arising to the account at the counter or to e-banking, the Customer shall submit the Bank the request for review, complaint (if any) in writing within 07 working days upon Customer's receipt of the transaction notice or from the date when any right or benefit of the Customer is affected.

For the Card transaction, the Card holder shall take initiative to contact with the Card acceptance unit before proposing complaint to BIDV. The complaint about the transaction shall be sent to BIDV within 40 days for international debit card, 60 days for domestic debit card from the date of transaction.

4. Dispute, complaint settlement

- 4.1. Any disputes, complaints arising out of or in connection to the opening, using and maintaining of account or services relating to account at BIDV shall be settled in amicable way by the Account holder and BIDV. In case amicable agreement can not be reached, either party may refer the dispute to the Court of jurisdiction in Vietnam for settlement.
- 4.2. If the complaint made by the Customer is not related to BIDV, the Customer shall be responsible and liable for the expenses incurred for settlement as decided and other expenses by the competent authorities.

5. Language

The General Terms and Conditions is made in Vietnamese and English language. In case of any discrepancy between the Vietnamese version and English version, the Vietnamese version shall be prevailing except otherwise provided.

6. Validity of the Contract

- 6.1. The Contract takes effect from the date of signing the Contract until the service is terminated under the provisions of the Contract.

6.2. When the Contract/service is terminated, the Customer is responsible to fulfill all the obligations under the Contract if the two sides do not agree otherwise in writing.

7. Amendment, supplement of the Contract

7.1. BIDV can change the contents of this Contract from time to time to meet the requirements of the law as well as ensure the interests of the Customer and the Bank.

7.2. Five working days before the amendment of this Contract takes effect, the Bank will inform on website <http://bidv.com.vn> and/or on the mass media and/or send notification to the Customer through one of the followings: email, telephone, text messages via mobile phone.

7.3. The Customer is considered to approve the amendment, supplement of the Contract if the Customer fails to terminate using the service before the amendment, supplement takes effect or within five working days from the date of sending notification (if the effective date of the amendment, supplement is not clearly informed).

8. **Online registration of banking services:** BIDV allows the Customer to register online/remotely banking services by logging into the address <http://bidv.com.vn> or through remote distribution channels provided by BIDV such as Internet Banking, Mobile Banking, Customer Care Call Center,... Online registered customer also has full obligations and rights as ordinary registered customer. When the Customer registers services remotely, BIDV will use information registered by the Customer with the bank previously to authenticate the customer. The Customer is responsible to inform the bank of changes in information compared to the content registered at the bank to ensure the security of assets to the Customer when using banking services at BIDV.

9. Alteration, suspension, renewal and termination of service registered in the Contract

9.1. BIDV may alter, modify, adjust the service; may close/suspend/terminate/refuse/alter/modify/change the interface/change service name and other adjustments relating to the service provided to the Customer.

9.2. In case of any of these events, the Bank will inform on website and/or on mass media and send notification to the Customer by one of the followings: email, telephone, text message via the Customer's mobile phone. Such alteration, change, adjustment shall be effective on the date specified in the notice. If the Customer continues to use the service after this day, it is understood that the Customer has accepted such alteration, change, adjustment. In case of disagreement to such alteration, change, adjustment, the Customer has the right to terminate the service as specified in The General Terms and Conditions.

9.3. The service may be terminated in following cases:

9.3.1. Customer reserves the right to terminate the service by taking procedures as regulated by the Bank and upon fulfilling all obligation to the Bank. The Bank shall terminate the Service as required by the Customer. During the period from the date the request is made to the date the service is terminated by the Bank, if the Customer continues to use the service, the Customer is obliged to comply with the amended General Terms and Conditions.

9.3.2. The Bank may terminate/refuse/suspend the service without prior notice given to the Customer in one of following cases:

- As decided, required by law or competent authorities;
 - In case of any forgery, risk or fraud or when benefit of the Bank/Customer /third party is affected;
 - In case of problems with reasons beyond the control scope of the Bank resulting in incapability to provide the service, including technical problems, act of sabotage, earthquake, act of God, network congestion, power failure caused by the service supplier, transaction outside the limit registered by the Customer;
 - Customer fails to comply with the requirements in confidentiality or the service is in high risk as recommended by the related organizations; the service is in doubt about crime, money laundering, violation of law or for realizing the policy on anti-money laundering as regulated by the Bank or law; other cases beyond the Bank’s reasonable control;
 - A party/ both parties violate the Card service Contract and do not repair, remedy within 15 days or disagree with the plan to amend, supplement Contract.
 - Other cases prescribed by the law of Vietnam or Card Organisations.
- 9.3.3. In case the Bank stops providing service, send notification to the Customer 15 working days before the date of card service termination and 30 workings days before the date of other services’ termination.
- 9.3.4. Service is extended when the Customer applies for procedure to extend the using of service.

II. TERMS, CONDITIONS FOR OPENING AND USING DEPOSIT ACCOUNT

10. Interpretations and definitions

- 10.1. “Account holder” means the person opens the account in his/her name. For the individual account, the Account holder is the person who opens the account. For the corporate account, Account holder is the Legal representative or the representative authorized by the entity who opens the account.
- 10.2. “Joint-account holder” means the owners of the same account, individual or legal representative of the entity who opens the account.
- 10.3. “Blockage”, “Temporary closure” (hereinafter referred to as “Blockage”) means BIDV temporarily suspend all transactions, partly or wholly, on the blocked account balance.
- 10.4. “Available balance” means the amount that the Customer may use in its account. Available balance is equal to Credit balance plus Overdraft limit plus other Credit limit minus the Blocked amount and Minimum balance.
- 10.5. “Minimum balance” means the minimum amount that the Account holder has to maintain on the account. Minimum balance on the account may be changed and noticed at the Place of transaction and website <http://bidv.com.vn>.
- 10.6. “Account” means demand deposit account and/or fixed deposit account opened by the Customer at BIDV.
- 10.7. “Joint account” means the account with at least two entities opening it jointly.

- 10.8. “Overdraft” means the way BIDV allow the Account holder to pay more than the amount on its payment deposit account at BIDV. Overdraft agreement is signed by the Bank and the Account holder in a separate document.
- 10.9. “Overdraft limit” means the maximum amount that BIDV allow the Customer to use during the overdraft limit period.
- 10.10. “Interest rate” means the rate of interest to be paid to the Customer who deposits against the total deposit amount based on the interest base during a certain period.
- 10.11. “Account statement” means the detailed list of transactions over the account during a certain period.
- 10.12. “Place of transaction” means the place where the Customer conducts the transactions over the account opened at BIDV, including but not limited to Branches, Transaction Offices, Savings Offices of BIDV. Customer may conduct the transactions relating to the account at BIDV at any Place of transaction except otherwise provided by the Bank.

11. Use of account:

11.1. Authorization:

Account holder may authorize other person to use the account. The authorized person shall take responsibility within the authorization and the grantor of authorization shall be finally responsible to the law and BIDV. Letter of authorization must state the period of authorization (specific period of authorization) or legal events that can terminate the authorized content.

11.2. Blockage of account:

- 11.2.1. BIDV may block the account as required in writing by the Account holder (or Account holder’s guardian or legal representative) or as agreed in writing by Account holder and BIDV or third party.
- 11.2.2. BIDV may block partly or wholly the amount in the account in case: (i) receipt of written request from the competent authorities in compliance with law; (ii) BIDV found any mistake, error when making Credit into the Customer’s account or repayment as required by the remittance service supplier; (iii) BIDV found any sign of fraud, breach of law relating to the account; (iv) receipt of written notice from any Account holder of the dispute relating to the Joint account among the Joint account holders.
- 11.2.3. The amount relating to blockage shall be closely maintained and controlled under temporary closure/blockage regulation and entitled to interest as regulated by BIDV. In case of partial temporary closure/blockage, the amount which is not temporarily closed/blocked may be used as usual.
- 11.2.4. The blockage of account ends when: (i) Expiry of the temporary closure, blockade period as agreed between the Customer and BIDV; (ii) Competent person makes decision or requires the suspension of the blockage; (iii) BIDV has settled the mistake, error in transfer; (iv) Joint account holders submit document to BIDV to confirm that the dispute has been settled; (v) After verification, the account has been confirmed to have no any fraud, breach of law; (vi) Other cases as regulated by law.

11.3. Use of Joint account

11.3.1. Joint account may be used as committed and agreed in the Agreement/Contract of Opening and Using Joint account.

11.3.2. Except otherwise agreed (about the way to use Joint account, right and obligation of each Account holder to use the Joint account, the method of dispute settlement relating to the Joint account), the Joint account will be used as follows:

- The Joint account holders have the same rights and obligations to the Joint account and the use of Joint account shall be approved by all Account holders. Each Account holder shall be responsible for paying all debts arising from the Joint account.
- Notice relating to the Joint account shall be given to all Account holders, except otherwise agreed between BIDV and the Account holders.
- Each Account holder may authorize other person on its behalf to use the Joint account with the prior consent in writing of the remaining Account holders.
- When any of the Account holders dies, is declared dead, missing or incapable of civil acts; Account holder who is an entity goes into liquidation, bankruptcy or ends operation as regulated by law, the right to use the Joint account and obligations arising out of using the Joint account shall be discharged in compliance with law.
- Joint account may be blocked in case of any dispute arising out of the Joint account or in case all Joint account holders propose to block, temporarily close and may be unblocked only when the Joint account holders submit the request for unblockage or unblock as required by the competent authorities.
- The Joint account holders have rights and obligations related to the Joint account in accordance with the law.

11.4. Closure of account

11.4.1. BIDV closes the Payment account in the following cases:

- When the Account holder (or Account holder's guardian, legal representative) require to close its Account and undertakes to comply with all related obligations.
- When the holder of the individual Payment account dies, is declared dead, missing or incapable of civil acts.
- When the payment Account holder is in breach of any commitment or agreement under contract of opening and using payment account signed with BIDV.
- When the Account has no balance and transaction for a period of time as prescribed by BIDV (6 months for account in VND, 12 months for account in foreign currency).
- Other cases as regulated by law.

11.4.2. The demand account with automatic remittance order may be closed only on the working day immediately after removing such automatic remittance order.

11.4.3. When the Account is closed, BIDV may make debit to clear all expenses as listed by BIDV and other financial obligations of Customer at BIDV (if any).

11.4.4. When the Account is closed, the balance on the Account shall be settled as follows:

- Make payment as required by the Account holder or its successor, legal representative if

the individual Account holder dies, or as required by the Account holder's legal representative designated by the Court in case the Account holder is declared missing, incapable of civil acts;

- As required by the court;
- To be settled in compliance with law if the legal beneficiary of the balance in the account who has been informed fails to receive.

11.5. Fees:

The fees relating to the Account including Account management fee, Account transaction fee, Information provision fee and other related fees as prescribed by the law.

The fees relating to the Account shall be collected according to the list announced by BIDV from time to time on the website or at the counter or as agreed by the Customer and BIDV.

12. Rights of Account holder:

- 12.1. Use the amount in the Account to make payment for legal transactions within Available balance.
- 12.2. Provide information about payment transaction and balance in the account.
- 12.3. Require BIDV to close/block the Account if necessary;
- 12.4. Give notice to BIDV of any dispute arising to the Joint account among the Account holders.
- 12.5. Transfer, present, give account, ensure the payment obligations in compliance with the law and regulations of BIDV.
- 12.6. Other rights in compliance with law.

13. Obligations of Account holder

- 13.1. Maintain minimum balance in the Account in compliance with regulations of BIDV.
- 13.2. Ensure to have Available balance in the Account to place legal payment orders and pay fees in compliance with regulations of BIDV. In case Overdraft has been agreed by the Customer and BIDV, the Customer has to discharge all obligations relating to Overdraft.
- 13.3. Give notice to BIDV immediately after loss of Deposit certificate, or when any mistake or error found in the account or in doubt about illegal use of the account.
- 13.4. Not to lease out, concession of use of the account.
- 13.5. Repay or in coordination with BIDV to repay any amount paid by mistake, error, credited in the payment account.
- 13.6. Comply with all regulations, guidelines of BIDV in placing payment orders and using payment instrument.
- 13.7. Responsible and liable for any loss caused by any error, illegal use, fraud relating to payment service over the account attributable to Account holder's fault.
- 13.8. Not to use the account for the transactions with the purpose of money laundering, terrorist financing, fraud, fraudulence or any other breach of law.
- 13.9. Comply with all regulations of law on foreign exchange management, anti-money laundering; use, rotation, recording of transaction documents; ensure measures for safe payment as regulated by the Bank.
- 13.10. Other obligations in compliance with law.

14. Rights of the Bank

14.1. Debit in account:

BIDV may make debit in the Customer's Account:

- 14.1.1. To collect matured, overdue debts, interest and other fees arising during account management and payment service provision (including service in other accounts of the Customer) as agreed in writing the Customer in compliance with law.
- 14.1.2. As required in writing by the competent authorities about administrative sanction enforcement, decision on judgment enforcement, decision on tax selection or other payment obligations in compliance with law.
- 14.1.3. To correct the item of false accounting, basically false accounting or incompliance with the regulation on use of payment account in compliance with law and give notice to the account holder by means of: telephone and/or SMS and/or email according to Customer information registered with BIDV.
- 14.1.4. When any mistake credit made in the account of the Customer or as required to cancel Credit order by remittance service supplier found by the Bank in comparison with the payment order placed by the sender.
- 14.1.5. To make regular, periodical payments of the Account holder and other cases as agreed in writing by BIDV and Account holder and the third party.
- 14.1.6. To tax deduction in compliance with FATCA (if any).

14.2. Refusal of payment order

BIDV may refuse the payment orders placed by Account holder when:

- 14.2.1. Account holder fails to take all payment procedures; ineligible payment order, not identical with the registered account opening information or not in line with the agreement between the Account holder and BIDV.
- 14.2.2. Account holder has no sufficient Available balance in the account.
- 14.2.3. As required in writing by the competent authorities or there is evidence proving the payment transaction aiming to money laundering money laundering, terrorist financing in compliance with law on anti- money laundering.
- 14.2.4. The Account is under temporary closure, blockage wholly or the Account is under closure, temporary closure, blockage partially and the part not under temporary closure, blockage has no sufficient Available balance to make payment order.

14.3. Refusal of account blockade, closure

BIDV is allowed to refuse the request for blockade, when the Account holder has not fulfilled all of its payment obligations according to decision on judgment enforcement by the competent authorities or has not cleared debts to be paid to BIDV.

15. Obligations of the Bank

- 15.1. Provide guidance to the Customer to comply with all regulations on registering Customer information, opening account, making transaction documents and other regulations relating to the account.

- 15.2. Credit in the Customer's payment account in timely manner all incoming remittance orders, cash payment into the account; repayment in timely manner of all amount paid by mistake, error which have been debited in the Customer's payment account.
- 15.3. Provide information in full and in timely manner about the balance and transaction arising over the payment account as agreed with the Account holder and responsible for the accuracy and veracity of the information provided by the Bank.
- 15.4. Record the specimen signature of Account holder, chief accountant or of the person in charge of accounting (if the customer is a corporate which is required to have a chief accountant) and of the persons authorized to inspect, check during the use of account.
- 15.5. Update in timely manner all Customer information upon receipt of the notice of change in the Customer information from the Account holder; Maintain, record the account opening documents and transaction documents over the account in compliance with law.
- 15.6. Keep in strict confidence all information relating to the account and transaction over the account of the Account holder in compliance with law.
- 15.7. Comply with law on anti- money laundering and terrorist financing.
- 15.8. Responsible for any loss caused by error or illegal use, fraud of the Customer's account caused by the Bank.

III. TERMS, CONDITIONS FOR ISSUING AND USING CARD

16. Interpretations and definitions

- 16.1. ATM is automatic teller machine that the Card holder may use its Card to make transaction.
- 16.2. Card holder is a person who have Card provided by BIDV.
- 16.3. Card holder is a person who makes registration for card in its name to be issued by BIDV.
- 16.4. Secondary Card holder is a person who may use the card as permitted by the Primary Card holder as agreed between the Primary Card holder and BIDV.
- 16.5. Card Acceptance Unit is a unit which accept the card for making payment for goods, service, cash advance/withdrawal.
- 16.6. Transaction is the one made by the Card at the Card Acceptance Unit /ATM.
- 16.7. Transaction limit is the maximum amount that the Card holder may use by type of transaction, day, time as regulated by BIDV, Card payment bank from time to time.
- 16.8. Card payment bank is a Bank/financial institution which provide Card payment service.
- 16.9. Transaction date is the entry day of Transaction in BIDV system.
- 16.10. Personal Identification Number – PIN is a code provided by BIDV for each Card holder or other number (s) as defined by the Card holder and approved by BIDV from time to time, used to identify the Card holder who makes transaction. The Card holder takes responsibility to keep this code in strict confidence.
- 16.11. Balance statement is the list of the debit, credit in the Card account.
- 16.12. Card connecting account is the account connecting to the Card registered by the Card holder with BIDV.
- 16.13. Card (Domestic debit card /International debit card) is the means of payment provided by BIDV to the Card holder.

16.14. Card organization is the Association of the members, companies which issue and make payment for the cards at home and overseas where BIDV is a member or partner.

17. Primary card holder and Secondary card holder

17.1. Primary card holder and secondary card holder (s) shall be jointly and severally for executing the Contract. The incapacity of the Primary card holder to execute the Contract for any reason and in any circumstance shall not release any joint obligation of the Secondary card holder (s) under the Contract.

17.2. Primary card holder may ask BIDV to terminate the use of Card of the Secondary card holder.

18. Fees

18.1. Card holder shall be responsible for paying the fee charged for issuance and use of the Card in compliance with regulations of BIDV.

18.2. The charges and fees decided by BIDV must be in compliance with the provisions of the law and may change from time to time, ensuring that the effective date must be at least 3 days after BIDV announces at the website <http://bidv.com.vn> and/or at BIDV's counter..

18.3. BIDV may automatically collect the fees, including but not limited to: Annual card fee; Transaction fee; Foreign exchange fee; Value added service fee; Cash advance fee at ATM/POS.

18.4. BIDV may collect fee of other kind by the method as required by the Card holder including but not limited to: Card issuance fee; Card extension fee; Document re-issuance fee, Balance statements, PIN; Claim fee; Card termination fee.

19. Use of Card

19.1. Card holder uses the Card to make transaction within its limit.

19.2. Card holder ensures the Card connecting account has sufficient balance to make transaction and pay fee.

19.3. Card holder shall be responsible for any Transaction from the time of signing to receive the Card.

19.4. Card holder shall be entitled to interest on the balance in the Card connecting account as regulated by BIDV.

19.5. Card holder shall be entitled to Customer Care Service, preferential, promotion program, risk warning provided by BIDV.

19.6. Card holder shall be entitled to value added services with the terms and conditions of the service supplier and BIDV.

19.7. Card holder shall comply with all regulations of law, Card organization, BIDV and service supplier during its use of the Card.

19.8. BIDV shall debit in the Card connecting account the transaction amount and the fees charged for Card issuance and use regardless of delivery, receipt, quality of goods or services accepted through card payment. If the balance in the Card connecting account is not sufficient to pay fee, BIDV shall automatically debit such fees in other Account (s) of the Card holder opened with BIDV.

- 19.9. BIDV may accept and/or refuse any Transaction in compliance with law, Card organization, Card payment bank and BIDV.
- 19.10. Any transaction taken and recorded, stored on BIDV's system is considered to be valid and binding for the Customer after BIDV checked the authenticity of the transaction by checking the correct electronic signature or other identifiable elements. Documents, data relating to the provision of services and/or transactions between the Bank and the Customer, data recorded, verified and stored by BIDV's system will be the evidence for the Customer's transactions with tBIDV and have legal value.

20. Closure, termination of Card use

- 20.1. Card holder may ask BIDV to close, terminate the use of Card.
- 20.2. Card holder may ask BIDV to close the Card when it is stolen, lost, retained (by ATM or any other entity /individual), or in doubt of illegal use.
- 20.3. BIDV shall close the Card and/or recover the Card when there is no Transaction made to buy goods, service in the Card account or no any cash withdrawal transaction made during consecutive 12 months; when the Card holder is in breach of Contract or Card relating to fraud, forgery as required by the competent authority or in compliance with law.
- 20.4. BIDV closes card within 60 minutes after receiving notification from the Card holder through the customer care call center of BIDV or directly at the branch about the card that was stolen, lost, suspected fraud, forged.

21. Maintenance of Card and keep information in confidence

The Card holder takes responsibility to maintain the Card, keep personal and Card information in confidence, by:

- 21.1. Signing in the signature box on the reverse of the Card with the signature registered with BIDV when receiving the Card and using this signature for all Transactions.
- 21.2. Keeping in confidence the Card number, validity period of the Card, PIN number, authentic number of international debit card (the last 3 digits printed on the signature strip at the back of the card) and other details as regulated by BIDV.
- 21.3. Maintaining the Card as cash avoiding to be stolen, illegal use and not giving the Card to any other person.
- 21.4. Complying with instructions for use and confidentiality of the Card in the documents provided by BIDV at the time of issuing Card and notices given by BIDV during the use of Card.
- 21.5. Keeping in confidence the information about the Card holder, Card, Card account, and Transaction.

22. Card fraud

Submit the Card to the Claim Receiving Branch of BIDV in case the Card holder is in doubt about any fraud and confirm not to make Transaction while the Card is in Customer's care.

23. Repayment

Card holder is obliged to repay BIDV all amounts obtained due to any processing or technical problem ...as required by BIDV.

24. Card cancellation

BIDV may automatically cancel the Card and collect related fees if the Card holder fails to receipt the Card after 90 days from the date of issuance. If the Card holder asks BIDV to keep the Card in trust the Card receiving period shall be extended a period of time equal to the time of keeping in trust.

25. Disclaimer

BIDV shall be released from obligation in case:

- 25.1. Loss attributable to Card holder's fault
- 25.2. Problems, damage of machine, system provided by third parties for reasons beyond BIDV's reasonable control.
- 25.3. Due to force majeure..

26. Information provision

The information relating to issuance and use of Card, including but not limited to: instructions documents, list of price ... are provided on: Website <https://bidv.com.vn> and/or email, and/or other means of communication.

IV. TERMS, CONDITIONS FOR USING E-BANKING SERVICES

27. Interpretations and definitions

- 27.1. "BIDV e-Banking" means e-banking services provided by BIDV to the Customer, including but not limited: BIDV Online Service, BIDV Mobile Service, BIDV Smart Banking Service, BIDV SMS Banking Service (BSMS), BIDV Bankplus Service, Bill Payment Service, Vntopup Service.
- 27.2. "BIDV Online Service" is the online banking service allowing the Customer to access to website <http://bidv.com.vn> using User name and Password to make banking transactions registered with BIDV.
- 27.3. "BIDV Mobile Service" and "BIDV Smart Banking Service" mean banking services on mobile devices such as mobile phones, tablets, kiosks, allowing the Customer to make financial, non financial transactions, manage account, use other added utilities in Vietnam's territory.
- 27.4. "BIDV Mobile Application" and "BIDV Smart Banking Application" mean applications provided by BIDV to the Customer to be installed on mobile devices such as mobile phones, tablets, kiosks and communicate via GPRS/3G/Wifi, allowing the Customer to make regisstered e-banking transactions.
- 27.5. "Bill Payment Service" means the service allowing the Customer to pay bills for postpaid services such as electricity, water, telephone and other similar bills through the connection of service suppliers' systems with BIDV's billing system
- 27.6. "Banking SMS (BSMS) Service" means the SMS service through mobile phone with the SMS number of BIDV allowing the Customer who have account at BIDV to inquire information about the account of Customer and/or receive SMS sent by BIDV to the Customer.

- 27.7. "Vntopup Service" means the phone recharge service and similar recharge services for phone, game,... with a variety of distribution channels such as bank counter, SMS, Internet Banking, Mobile Banking, ...
- 27.8. "Account" means deposit account in VND or foreign currency, demand or fixed deposit, and/or loan account of the Customer at BIDV.
- 27.9. "User name" means a sequence of characters provided by BIDV to the Customer, used to log on to BIDV e-banking system.
- 27.10. "PIN" (Password) means personal code used by the Customer to log on to BIDV e-banking system.
- 27.11. "Second identification factor" means Customer identification code automatically created from the BIDV confidential system and is given to the Customer through SMS (SMS Token) or application installed on mobile phones or security device (Hardware Token) for identifying the Customer before making each financial Transaction.
- 27.12. "OTAC" means a sequence of random characters automatically created by BIDV system for activating BIDV Mobile application after successful installation by the Customer on its mobile phone. OTAC shall be effective for a period regulated by BIDV.
- 27.13. "Unlocking Code" means a sequence of 10 characters automatically created by the system, used to unlock BIDV Mobile application when it is locked after a certain number of false entry of PIN by the Customer.
- 27.14. "Hardware Token" means an electronic equipment indicating the second identification factor provided by BIDV to the Customer.
- 27.15. "Phone number registered by the Customer" means its mobile phone number used to receive OTAC and install BIDV Mobile application, make SMS Banking transaction, receive SMS and other information as registered by the Customer.
- 27.16. "Phone number for receiving second identification factor" means mobile phone number of the Customer used to receive the second identification factor (SMS OTP) from the system of BIDV.
- 27.17. "Order receiving time" means the period of time when BIDV payment system ready to receive Transactions created from BIDV e-Banking system.
- 27.18. "Effective time" for Online fixed deposit service, Cheque payment suspension means a period of time when BIDV system ready to receive and process the Transactions created from BIDV Online.
- 27.19. "Service supplier" means a Company providing service to the Customer
- 27.20. "Bill code" means a code provided by the Service supplier to the Customer on the invoice, document, condition, term of payment relating to a certain service.
- 27.21. "Payment order, e-remittance" are means of paying payment order /or order for payment using electronic document, thereby the Customer may access to the website www.bidv.com.vn, place electronic payment order as instructed by the Bank requiring it to debit the account in favour of the beneficiary. The Bank shall be deemed to have received the instruction from the Customer when Customer logged onto BIDV e-banking system using the username and

password as instructed by the Bank. The Bank may inspect the veracity of the Transaction by checking the identification information: Username, password and other identification information.

27.22. "Default password" is the password that the Customer choose when register the BIDV Online Service.

28. BIDV Online Service

28.1. Non-financial service package: allows the Customer to make non-financial Transactions through BIDV Online, including but not limited to inquiring information relating to payment deposit account, demand deposit, valuable papers, loan account, cheque book, exchange rate and interest.

28.2. Financial package: allows the Customer to make non-financial Transactions (the same as the non-financial package mentioned above); and to make financial Transactions through BIDV Online and other transactions, including but not limited to transfer transactions in/out of BIDV's system, periodic payment orders, future dated transfers, bill payment, purchase of goods and services from providers affiliated with BIDV; Release/Withdrawal of Online term deposits; Online payment on service providers' websites and other services and utilities/

29. BIDV Mobile Service

29.1. Non-financial package: allows the Customer to make the non-financial Transactions through BIDV Mobile including: inquiring information relating to deposit account, loan account, Overdraft account, fixed deposit account, credit card, interest, exchange rate, place of ATM, POS,...

29.2. Financial package: allows the Customer to make non-financial Transactions (the same as the non-financial package mentioned above); and to make financial Transactions through BIDV Mobile, including: Fund transfer, bill payment...

30. BIDV Smart Banking Service

30.1. Non-financial package: allows the Customer to make non-financial transactions on BIDV Smart Banking, including inquiring bank account information and using the added utilities for resident and non-resident individual customers. Information about resident/non-resident customers is managed at BIDV's system.

30.2. Financial package: allows the Customer to make non-financial transactions (the same as the non-financial package mentioned above); and to make financial transactions corresponding to the features provided by BIDV in the financial package which the Customer registers. The financial package is provided for resident and non-resident individual customers. Pursuant to the business orientation and the aim to diversify services, from time to time BIDV may provide one or more different financial packages for customers to choose.

31. Banking SMS (BSMS) Service:

This is the service for sending and receiving message to/from mobile phone through message service centre of BIDV, allowing the Customer who have account at BIDV to inquire information relating to the Customer and/or receive message automatically sent from BIDV to the Customer within the service package provided by BIDV (as registered), including:

- Receiving automatic message: including information of balance on the payment account/credit card or international debit card.
- Inquiring information with the number as provided.
- Receiving Customer Care service, promotion from the Bank.
- Other services: Customer may choose some automatic messages (such as loan account, information of the savings account...).

32. BIDV Bankplus Service (hereinafter referred to as Mobile Bankplus or Bankplus Service):

This service is the cooperation between BIDV and Viettel, providing to the Customer having payment account at BIDV transfer/payment services through mobile phone.

33. Bill payment Service

The service allows the Customer to pay bills periodically or each time through the Bank.

34. Payment service through SMS:

The service allows the Customer to register payment service for mobile phone account, electronic wallet account... with the message syntax provided by the Bank sent to message centers as instructed by the Bank from time to time.

BIDV reserves the right to make modification, adjustment, cancellation of any service provided as mentioned above. If such modification, adjustment, cancellation do not affect these Terms and Conditions, it is understood by the parties that these Terms and Conditions shall remain in full force.

35. Transaction limits

The maximum amount that the Customer can make in financial Transactions through BIDV e-Banking. The Transaction limits including: Transaction limit/transaction, Transaction limit/day and number of Transactions/day where:

- Transaction limit/transaction: is the maximum amount that the Customer can make in one Transaction.
- Transaction limit /day: is the maximum amount that the Customer can make a day.
- Number of Transactions/day: is the maximum number of Transactions that the Customer can make a day.
- The Transaction limit is announced from time to time at the Branch/Transaction Office of BIDV and at website of BIDV: <http://bidv.com.vn>.

BIDV may change the maximum limit from time to time. In case of such change, BIDV may give notice in public as soon as possible on website: <http://bidv.com.vn> or by other appropriate methods.

36. User name, password and Hardware Token

36.1. Customer shall be responsible for logging onto the program within 45 days from the day when the PIN is created by BIDV. The Customer is required to change the user name, PIN provided by BIDV for the first login and they shall be changed periodically. The user name is the only one in the system and can not be changed.

36.2. Customer shall keep in strict confidence the user name and password. The Customer need to remember password, should not take note anywhere, not disclose password to any third party, not allow the web browser to save the user name and password, log out the e-banking system when finish using. The Customer is required to take precautions, restrain using public computer, public wireless network to log in e-banking system.

Customer notifies in the form of calls to BIDV's Customer Care Center when discovering or suspecting unauthorized access to e-banking services; or suspecting password is leaked. The process of customer calling will be recorded and will be retained to handle problems that arise later on (if any).

36.3. Customer undertakes to take full responsibility for maintaining and using the user name, password and token provided by BIDV upon provided by the Bank (after receiving the confirmation note at the counter/or after registering online successfully)...

36.4. In case the Token is stolen, lost, damaged, the Customer is required to give prompt notice to BIDV to close Token and take procedures necessary for Token to be re-issued.

36.5. Customer shall comply with all instructions about confidentiality given by BIDV (amended from time to time) for using BIDV e-banking service.

37. Online registration

BIDV allows the Customer to register online/remotely e-banking services by logging into the address <http://bidv.com.vn>. Online registered customer also has full obligations and rights as ordinary registered customer. When the Customer register for services remotely, BIDV will use the mobile phone number as one of the factors to authenticate the Customer. Therefore, the Customer needs to secure the mobile phone number as well as be responsible to inform the Bank of change in mobile phone number when change is made to the registered mobile phone number at the Bank in order to ensure the safety of the Customer's asset when using e-banking services at BIDV.

38. Transaction processing

38.1. The e-banking transactions shall be made with accurate and full information according to the bank's regulations.

38.2. The Bank shall only process Customer's transaction on the effective date when the Customer selects on the remittance order. In case the Customer making the transaction of which the effective date is in the future, BIDV may process such transaction at any time on the effective date.

38.3. Customer's transaction shall not be processed successfully by BIDV if:

38.3.1. The minimum account balance is not enough;

38.3.2. The transaction amount is in excess of the limit as registered;

38.3.3. Information or documents are not provided fully; or the provided information or documents do not satisfy the requirements of each transaction.

38.3.4. A specific transaction is limited or banned by the law for any reason.

38.3. Cut-off time of each transaction is different. According to BIDV regulations, the transactions which are approved after cut-off time may be refused or recorded in the system pending the

processing on the next working day. Customers are provided with update information and transaction status on e-banking.

38.4. Account holders acknowledge that any access to BIDV e-banking by login code, password and Token provided by BIDV for Customers is made by the Customers, and shall be responsible for such transactions. BIDV may process the transactions without any confirmation and notice from the Customers.

39. Service fees:

39.1. The list of service fees shall comply with BIDV's current regulations and publicly announced on website <http://bidv.com.vn> or informed to the Customer via other methods (such as email, SMS...).

39.2. The service fees include transaction fee/periodical fees (monthly/quarterly/yearly) and others (if any).

39.3. The service fee shall be collected by debiting the Customer's account at BIDV; depending on each fee and each transaction, the service fee shall be collected separately on each transaction or periodically. Before making transaction, the Customers shall be sure that their accounts have the balance enough to perform the transaction as well as to pay fees. For the periodical fees, BIDV shall collect from the account which is registered with service fee payment. If, at the time of periodical fee collection, the account has not enough balance, BIDV has the right to debit other accounts of the Customer at BIDV or ask the Customer to pay BIDV by other methods. Customers undertake to pay the relating fees in full to BIDV in timely manner as required.

40. Irrevocable transaction

40.1. Customer shall not cancel, change, decline or deny any Internet Banking transaction which has been successfully logged in with the login code, password and Token of the Customer.

40.2. For the transactions with the effective date in the future, the Customer may only cancel the transactions before the effective date determined in the future. The data taken note, confirmed, processed and recorded by the corporate e-banking system shall be deemed as the evidence of the completed transaction.

40.3. Internet Banking transactions sent to BIDV legally and approved by BIDV have full legality of a contract by and between BIDV and Customer.

41. Password, Token and SMS OTP

41.1. Customer shall keep in strict confidence its login code, password and second identification factor (Token or mobile phone attached to the number registered to receive SMS OTP).

41.2. Re-issuance of password, change in identification method, change in service package or suspension of service shall be based on Customer's request and in accordance with BIDV's regulations, and only in force upon BIDV's confirmation.

42. Rights of Customer

42.1. Use/change BIDV service may be made to the extent as agreed with BIDV. The Customer shall ensure the transaction is made accurately and fully according to the limit as registered

with the Bank (if any) or in accordance with the Bank's regulations provided from time to time.

- 42.2. Customer shall use the Service according to the instructions given by the Bank or announced on website: <http://bidv.com.vn/> or at the Bank's head office. In case of any change in the instruction, the Bank may announce such change on website [http://bidv.com.vn.](http://bidv.com.vn/)
- 42.3. Send claim related to the use of BIDV e-Banking in accordance with BIDV instruction.
- 42.4. Cancel weekly or monthly payment orders in BIDV system and remittance order in the future. Customer's request for cancellation of such orders shall be realized before the effective date of such orders.
- 42.5. Unilaterally terminate the Service after sending written request for suspension of service according to the form of BIDV at Branches/Transaction offices and as approved by BIDV. Regarding BIDV Mobile service, Customer may ask for suspension of service through the function of Suspension of service on BIDV Mobile.
- 42.6. Other rights as set forth in these Terms and Conditions and related legal regulations.

43. Responsibilities of Customer

- 43.1. Comply with the Bank's General Terms and Conditions for using service and account management in accordance with BIDV and the law's regulations and instructions.

- 43.2. Customer shall be responsible for keeping in strict confidence all information, messages and emails provided by BIDV. Customer agrees that BIDV shall be released from obligation in case of any unauthorized use or access to any information, message or email by any unauthorized party attributable to the Customer's fault. The payment order and remittance order shall only be legal and valid when: (i) Customers comply with BIDV's instructions; (ii) accounting documents have full contents and comply with regulations of the Bank and law; (iii) Customer's account has the balance enough to use; (iv) payment order is within the limit registered by Customer or allowed by BIDV; (v) has been confirmed to accept by Customer's electronic signature; (vi) other conditions as defined by BIDV (if any)...

Customer commits to be responsible before the law for ownership of the mobile phone number used for service registration and receipt of the service's OTP.

- 43.3. For using BIDV e-banking service, the Customer agrees:
 - 43.3.1. Change the password immediately after the initial use of service. 45 days after the issue of login code and password, if the Customer fails to log in successfully for the first time, the system shall automatically close the login code and password of the Customer.
 - 43.3.2. Require BIDV branch to re-activate the service in case after 45 days of issue of login code and password, Customer fails to log in the service for the first time.
 - 43.3.3. Notify BIDV branch of any change in mobile phone number or email which have been registered with BIDV e-Banking in accordance with BIDV current regulations (although such change is resulted from the change of new mobile phone number, or suspension of services with supplier, or resulted from the loss of Customers' mobile phone or any other

reasons) and solely responsible for any potential risk as the Customer fails to notify the Bank in timely manner of such change.

- 43.3.4. Sign and return the Note of confirmation/handing over Hardware Token to BIDV after receipt of envelope containing notices for BIDV to activate financial service package in favour of the Customer. Agree to receive the messages/emails sent by BIDV to:
- Notify the account balance if Customer register to use the service.
 - Notify login code and password of other notification service to facilitate the implementation of transactions with Customers.
 - Notify new products, services and promotion programs.
- 43.3.5. Regularly check the account balance, statement of arising transactions and account statement; notify BIDV immediately of any difference. Be responsible for all financial transactions which have been successfully realized by login code, password and second identification factor provided by BIDV for Customer.
- 43.3.6. Customers shall be responsible for taking all reasonable measures in order to ensure the safety and compatibility to machines, devices, systematic software, application software... used by Customers when connecting and accessing to the services to control and prevent the illegal use of services.
- 43.3.7. Be responsible for keeping in strict confidence the login code, password, mobile phone number (to receive SMS OTP) and Token devices (BIDV recommends not use web browse which may record the user's name and password). Notify BIDV immediately if such information is disclosed or in doubt about discovery; or the mobile phone in which BIDV Mobile is installed, or Customer's phone number which is registered to receive OTP is changed or lost; and be responsible for all transactions on BIDV e-Banking before BIDV closes the service upon the Customer's notice. Be responsible for telephone charge, Internet fee and other costs collected by the third party when the services are used.
- 43.3.8. Check the legality and validity of information provided by the third party (service supplier) on BIDV e-Banking screen display before use. Read, understand, comply with and bind on regulations in relation to the transactions on BIDV e-Banking before use.
- 43.3.9. Equip fully and maintain regularly, at its costs, in order to ensure the quality of machines, connection devices, systematic software, application software... for connection and safe access to BIDV e-Banking;
- 43.3.10. Work with BIDV and related partners to find out reasons and deal with any mistake notified by the Customer during the service use;
- 43.3.11. Notify the Bank of any change in residence address. Failing to do so, the Customer shall be responsible for such violation on use of banking services...as regulated by law on banking services.
- 43.3.12. Not lease out, concession of use of the account, not use the account for any payment transaction which have been proved illegally; Notify the Bank in timely manner of any error or mistake found on the account or the account is illegally used; Customer undertakes to be

the sole owner of the phone number registered; responsible for any claim reported that the Customer is not the owner of the phone number.

43.3.13. Return immediately and unconditionally as required by the Bank all mistaken transactions which the Customer cannot prove its legal ownership. In such case, the Customer agrees to let the Bank automatically debit such amounts without prior notice to the Customer;

43.3.14. For the services related to three parties including the Bank, Customer and supplier of goods and services for Customers, the Bank is allowed to use the information provided by the Customer to check and examine the data, payment and others in order to provide service for the Customer.

44. Rights of BIDV

44.1. Request Customers to provide personal information, identification documents and signature when Customer ask to use BIDV e-Banking service.

44.2. BIDV has the right to suspend or terminate the Service without the prior consent from the Customer in following cases: Customer's breach of BIDV e-Banking service contract; Customer's failure to return note of confirmation and Hardware Token within 30 days from the date of registration; 45 days after the login code and password provided, the customer has not logged in successfully or in doubt about the illegal use the Service ... However, BIDV shall be responsible for notifying the date of service termination to Customers at least 3 days in advance.

44.3. If the Customer fails to pay the service fee for three consecutive months, BIDV has the right to suspend/terminate the service without notice to the Customers.

44.4. BIDV shall only be responsible for the damage or loss incurred by the Customer during the use of service attributable to BIDV's fault.

44.5. BIDV shall be released from any obligation relating to direct or indirect damage or loss incurred by the Customer arising our of or in connection to:

44.5.1. The service is authorized by the Customer to any third party; or

44.5.2. The message has been performed by any third party who by any way connects his/her device to the phone number registered by the Customer; or

44.5.3. The interruption, postpone, deferral, unavailability or any incident during the service supply caused by any reason beyond the reasonable control of BIDV, including but not limited to the interruption caused by the force majeure to the telecommunication supplier; or

44.5.4. Any force majeure including but not limited to natural disasters, strike, terrorism, riot, war, or requirements or directives of the Government and the State competent authorities, any change in policies and regulations.

44.6. Refuse to carry out the transactions if, at the time of transaction, BIDV detects that the transaction is illegal, invalid or disqualified for processing, such as: the balance on the account after the transaction is less than the minimum balance as regulated by BIDV; total transacted amount in the day (included completed transactions in the day and transactions in progress) exceeds the allowed transaction limit; blocked settlement account; closed beneficiary account or as required by the State competent authorities or other reason beyond

BIDV's reasonable control. When Customer made successfully remittance transaction to the beneficiary who opens account at the Bank outside BIDV system, in case of receiving the request for examination from the Bank outside BIDV system requiring the Customer to correct the information of remittance (caused by Customer's provision of incorrect information), BIDV has the right, on behalf of the Customers, to recall the above remittance order to refund the money into the Customer's account.

- 44.7. The Bank shall not be responsible for any mistake due to Customer's provision of incorrect or insufficient information resulting in mistaken transaction, remittance or the remaining amount in the Customer's account is not enough to make transaction or exceeds the payment limit.
- 44.8. Automatically debit the Customer's account (including but not limited to deduction from the Customer's automatic fee payment account) to pay the transactions and fees related to the transactions made by the Customers on BIDV e-Banking according to BIDV's list of fees provided from time to time.

45. Responsibilities of BIDV

- 45.1. Ensure the Customers' rights according to these Terms and Conditions.
- 45.2. Keep in strict confidence all information related to the Customer, accounts and transactions in accordance with the legal regulations.
- 45.3. Provide in timely manner with the solutions when receiving eligible written notice from the Customer that its mobile phone with application of BIDV Mobile, SMS OTP, or Token has been lost, stolen or password has been disclosed.
- 45.4. Support, provide advices, and process the Customers' requirements during the Customers' registration and use of Service, ensure the most stable and safe supply of the Service.
- 45.5. Handle with the Customers' requirements of examination and claims in accordance with the regulations.
- 45.6. Notify and return the transacted amount into the Customers' account when the transaction cannot be completed and the money cannot be remitted to the beneficiary bank.
- 45.7. Notify the Customer of any change in polices related to the service under the form as defined in The General Terms and Conditions.
- 45.8. For the transactions of invoice payment related to the payment and supply of services and goods between partners and Customers, BIDV shall be responsible for the payment as required by the Customers and support the Customers regarding the comparison, confirmation and solution of issues related to the invoice payment, supply of goods and services as well as quality of goods and services under the responsibility of the suppliers.

46. Disclaimer

- 46.1. BIDV shall be released from liability in case BIDV has sent the request for examination, correction of domestic remittance order as required by the customers to any other bank outside the system in the defined time but the transaction is still returned by such bank not attributable to BIDV's fault.

- 46.2. The customer disclose the passport, identification code, devices containing the identification code or other identification factors to those which are or are not authorized by the Customers; or
- 46.3. The Customers' deferral of sending or receiving messages resulted from the Customers' faults; or
- 46.4. Customers' provision of incorrect information; or
- 46.5. The messages are received and sent by the third party, and the third party does its best effort to connect the telephone number registered by the Customers; or
- 46.6. The suspension, postpone, deferral, unavailability or any incident during the supply of e-Banking Service because of reasons out of BIVD's reasonable control, including but not limited to the postpone of telecommunication supplier, invoice payment service supplier or the third related party resulted from force majeure; electricity incident, natural disasters, enemy-inflicted destruction, strike, requirements or directives by the Government and State authorities, and other competent persons; or
- 46.7. Issues related to the quality and the goods and service supply by the suppliers for Customers; or
- 46.8. Decisions of the State competent authorities or in accordance with the legal regulations.

47. Date of processing transactions

The time for BIDV e-Banking system to process the financial transactions of Customers is as follows:

- 47.1. For the transaction of remittance to the beneficiaries who open accounts at BIDV, and transaction of invoice payment: The transactions shall be processed immediately after the system receives the transaction information.
- 47.2. For the transaction of remittance to the beneficiaries who open accounts outside BIDV system: The transaction shall be transferred into the BIDV payment system to the beneficiary banks as soon as possible, excluded days-off, from the time of arising transaction. If the transaction is made when the time for receiving order by the system is out in the working day, the transaction shall be recorded and processed in the next working day. If the Customer makes transaction on days-off, the Transaction shall be refused.
- 47.3. For the transactions "Online fixed deposit" and "Stop Cheque": If the Customer makes transactions upon the time-out of the system, the transaction shall be refused.