

## UOBV Business Terms & Conditions

### UOBV BUSINESS APPLICATION TERMS AND CONDITIONS

Access to and the use of this Application are granted by United Overseas Bank (Vietnam) Limited (hereinafter known as "**UOBV**") subject to the following conditions. By accessing and/or using this Application, you agree to be unconditionally bound by these conditions ("**Conditions**"). If you do not agree to any of the Conditions, please discontinue your access / use immediately.

#### 1. DEFINITIONS

"**Application**" means this software or mobile business application of UOBV and the Information and Materials provided on or through this application.

"**User Content**" means the information, data, text, messages or other materials transmitted by you via this Application (including but not limited to personal data).

"**Information and Materials**" means the features, content, information, materials or services, contained in and/or provided through this Application including (but not limited to):

- (a) a collection of information, news, data, text, listings, statements, opinions, predictions, valuations, graphics, images, videos, audio files, podcasts, webcasts, feeds, insights, business overviews, software applications and other types of works (whether prepared by us or by any other third party);
- (b) exchange rate calculation tools;
- (c) a platform for creating personalised content;
- (d) promotions, products and services marketed by UOBV and/or its associates and business partners.
- (e) promotions and/or discount coupons by UOBV and/or third party merchants.
- (f) hyperlinks to third party websites and UOBV websites.
- (g) communication tools via email, social networking websites, SMS; and
- (h) any other features, content, services or applications that We may offer on or through the Application from time to time in our sole and absolute discretion.

"**we**", "**us**", "**our**" and "**ours**" means UOBV; and "**you**" means the user(s) of the Application, which includes a user using this Application on behalf of his or her company and/or organisation.

#### 2. SCOPE OF THE APPLICATION

2.1 We reserve the right to :

- (a) change, modify, expand, reduce, determine, specify, suspend or discontinue the whole or any portion of this Application (including the Information and Materials);
- (b) impose limits on certain features or restrict your access to parts or this entire Application (including the Information and Materials);
- (c) vary or amend the terms and conditions under which this Application is used (including these Conditions), at any time at our discretion, and without liability to you. Any use of the Application after the amendment of such terms and conditions will be deemed to be acceptance of the amended terms and conditions by you.

- 2.2 We shall not be responsible or liable for any expense, loss, damage, liability or other consequence suffered or incurred in connection with exercising our rights under clause 2.1 above.

### **3. ACKNOWLEDGEMENT AND CONSENT TO RECEIVE INFORMATION AND MATERIALS**

You consent to the receipt of the Information and Materials and consent to being kept informed of promotions, products and services marketed by UOBV and/or its associates and business partners.

### **4. DISCLAIMERS AND LIMITATIONS**

- 4.1 The Information and Materials contained in and/or provided through this Application are provided "as is", and "as available". We do not represent or warrant, neither have we independently verified that the Information and Materials are accurate, useful, adequate, timely or complete and they should not be relied upon as such. In particular, no warranty is given that the news reporting information and exchange rate material or data is accurate, reliable or up to date.
- 4.2 The Information and Materials speak as of their date and do not reflect any changes in law, events or practice since that date. We are not responsible for updating the Information and Materials or to correct any inaccuracy that may become apparent at a later time. All Information and Materials are subject to change without notice.
- 4.3 The Information and Materials contained in and/or provided through this Application are available only at our discretion and/or the discretion of the third party (as the case may be). Use / access to the Information and Materials are subject to the individual terms and conditions and disclaimers on which they are provided, and may be governed by the terms of an accompanying end user license agreement.
- 4.4 The Information and Materials are for your general information only. They do not take into account the specific investment objectives, financial situation or particular needs of any particular person who may be in receipt of the Information and Materials. The Information and Materials are not intended to be a comprehensive study or to provide any recommendation or advice on investing or financial planning. The Information and Materials should not be relied on or treated as a substitute for accounting, legal, regulatory, tax, financial or other advice, and should not be used as a basis for making any business or financial decisions. Please seek advice from a financial, legal, tax or other appropriate advisers regarding the suitability of any product for you, taking into account your specific investment objectives, financial situation or particular needs.
- 4.5 We (and our affiliates) accept no liability for any error, inaccuracy, omission or any consequence or any loss or damage howsoever arising as a result of any persons acting in reliance on the Information and Materials or from the use of this Application.
- 4.6 Any geographic, political, economic, statistical, financial and exchange rate data in the Information and Materials may in certain cases be presented in approximate or summary or simplified form and may change over time.
- 4.7 We make no representation or warranty (of any kind whether express, implied or statutory) relating to the title, non-infringement of third party rights, merchantability, satisfactory quality, fitness for a particular purpose and freedom from viruses, worms, trojan horses, software bombs and malicious, destructive or corrupting codes, agents, programs or macros and spyware or similar items or processes of the Application, or any Information and Materials contained or referred to therein.

- 4.8 We do not warrant and no warranty is given that access to the Information and Materials on the Application, or the Application as a whole will be provided timely, uninterrupted or free from errors or that any defects will be corrected.
- 4.9 You acknowledge that your use of the Application and the Information and Materials may, at any time, be adversely affected by problems with your cellular telephones, smart phones, computers, laptops, PDAs or such other electronic device; or problems with access to the internet, phone network, including, without limitation, interference to the network coverage, undeliverable messages or delay in transmission due to any reason such as excessive network traffic, service interruption or incorrect data transmission.
- 4.10 You understand and agree that your use of the Application is at your own risks and we shall not be responsible or liable to you for any expenses, losses, costs damages, liabilities or other consequences of whatsoever nature (collectively "Losses") suffered or incurred directly or indirectly by you, including without limitation, any Losses suffered or incurred directly or indirectly by you arising from or in connection with or caused by:
- (a) any maintenance, breakdown, fault or non-availability of any part of the Application or any inability to access or use any part of the same;
  - (b) any telecommunication problems, power supply problems, Internet or network related problems, problems with the services rendered by third party vendors or service providers;
  - (c) any system, server or connection failure, error, omission, interruption, delay in transmission, or viruses (including but not limited to any difficulties experienced by your internet service provider(s), network provider(s) or telecommunications provider(s) or operator(s));
  - (d) any access or use of any part of the Application or its contents, or reliance on the contents of the Application;
  - (e) any defect, error, imperfection, fault, mistake or inaccuracy with the Application, its contents or associated services;
  - (f) problems caused by any remedial or preventative measure which may be taken by us in the event of any occurrence of the foregoing;
  - (g) any use of or access to any other website linked to the Application;
  - (h) any services, products, information, data, software or other material obtained from / provided through the Application or from any other website linked to the Application; or
  - (i) any software downloaded from the Application;
- even if we have been advised of, or should have foreseen, the possibility of such Losses.
- 4.11 We shall not be liable for any indirect, special, economic or consequential damage or loss under these Conditions, even if we have been advised of, or should have foreseen, the possibility of such damages / losses. The exclusions herein shall take effect to the fullest extent permitted by law.
- 4.12 Downloading the Application and any other Information and Materials from the Application may involve the transmission of data through your service provider's network. The Application is free but there may be charges incurred from your telecom /network service providers for subscription, data connection, data download, data rate plans, data transfer roaming or other costs. You are responsible for such charges and costs.

- 4.13 Any hyperlinks to other third party websites from the Application exist for information purposes and are for your convenience only. We accept no liability for any Losses arising directly or indirectly (including consequential loss) from the accuracy or defects or otherwise of materials or information contained on the pages of such third party websites. We shall not be responsible for any loss, damage or liability incurred by you arising from such use or reliance of these third party websites. Our inclusion of hyperlinks does not imply any warranty, endorsement or verification of the material on such third party websites and such websites should only be accessed at your own risks.
- 4.14 We cannot be responsible for any third party services which you access through the Application or for any loss you may suffer as a result of you using such a service. You must comply with all the terms and conditions of such a service and pay all the charges connected with it.
- 4.15 We assume no liability or responsibility for the acts or defaults of the third party or defects in the goods or services offered in the promotions / discount coupons. We are not an agent of the third party. Any dispute about the quality or service standard must be resolved directly with the third party. The third party may impose conditions for the redemption of the goods or services or promotion / discount coupons. We will not be responsible for any injury, loss or damage suffered as a result of the redemption.

## **5. NO OFFER OR SOLICITATION**

Nothing in the Application or the Information and Materials shall be considered or construed as an offer, invitation or solicitation to sell, buy, give, take, issue, allot or transfer, or as the giving of any advice or recommendation in respect of, shares, stocks, bonds, notes, interests, collective investment schemes, or other securities, investments, loans, advances, credits, deposits or any other instrument or banking product.

## **6. CONDITIONS OF USING THE INFORMATION AND MATERIALS**

- 6.1 You may not reproduce, modify, adapt, translate, publish, display, store, communicate, transmit, broadcast, podcast, webcast, distribute, sell, trade or exploit for any commercial or other purposes, any portion of, or any access to:
- (a) The Application; and
  - (b) The Information and Materials,
- except to the extent permitted, with our prior written consent and the third party owner or licensee of the Information and Materials (as the case may be).
- 6.2 Without prejudice to the generality of Clause 6.1, you may for your personal, non-commercial use:
- (a) retrieve and display the Information and Material on any compatible device owned by you;
  - (b) upload, post, email or otherwise transmit (including by SMS) information and materials on the promotions or discount coupons by UOBV and/or the third party merchants as provided through the Application.

## **7. NO ILLEGAL OR HARMFUL USES**

- 7.1 You may not use the Application including the Information and Materials for any unlawful purpose, and you shall undertake to comply with all applicable laws or regulations.
- 7.2 The kinds of unlawful purpose which are prohibited include but are not limited to the following:
- (a) forging headers or otherwise manipulating any identifying information in order to disguise and/or with the effect of disguising the origin of any Information and Materials transmitted through the Application;
  - (b) infringement of intellectual property rights or other proprietary rights including, but not limited to, material protected by copyright, trademark, patent, trade secret or other intellectual property right used without proper authorization;
  - (c) fraudulent submission or use, or misrepresentation of personal or financial information or engaging in any practice that constitutes an unfair or deceptive trade practice;
  - (d) transmitting any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
  - (e) transmitting any User Content that you do not have a right to transmit under any law or under any contractual or fiduciary relationships;
  - (f) using the Application account of another user at any time, whether with or without his/her permission; or
  - (g) hacking into, interfering with, disrupting, disabling, over-burdening or otherwise impairing the proper working of this Application, which shall include but is not limited to denial-of-service attacks, spoof attacks, session hacking, sniffing, tampering, reverse engineering or reprogramming
- 7.2 We reserve the right to restrict or prohibit any and all activities, conduct or User Content (or delete, move or edit the same) that we determine in our sole discretion may be harmful to our systems, network, reputation, good will, our other customers, or any third party.

## **8. TRANSMISSION OF USER CONTENT AND CONFIDENTIAL INFORMATION**

- 8.1 By transmitting any User Content and confidential information through this Application, you expressly and irrevocably permit, authorize and consent to the disclosure, collection, storage, communication and use of your User Content and confidential information by UOBV and/or the relevant third party service providers / hosts of the Application to enable your use of and access to the Application, including the Information and Materials (and to maintain appropriate transaction and account records in relation thereto). For avoidance of doubt, you further expressly consent to UOBV disclosing any User Content for any other purpose (i) which UOBV considers appropriate, necessary or desirable in connection with the provision of the Information and Materials or your use of the Application, (ii) towards compliance with law, regulations, guidelines, directives and/or such other requirements of regulatory authorities, or (iii) to meet the operational, administrative and risk management requirements of UOBV whether in Vietnam or elsewhere; and
- (a) to any person or organisation (including its employees and agents) providing electronic or other services (in connection with the Application or the Information

and Materials) to UOBV whether in Vietnam or elsewhere, for the purpose of providing, updating, maintaining and upgrading the said services, including but not limited to investigating discrepancies, errors or claims;

- (b) to any person or organisation (including its employees and agents) whether in Vietnam or elsewhere which is engaged by UOBV for the purpose of performing or in connection with the performance of services or operational functions of UOBV relating to the Application or the Information and Materials; and
- (c) to anyone UOBV considers necessary, desirable or expedient, whether in order to provide you with the Information and Materials or services in connection with the Application or otherwise.

8.2 You acknowledge that :

- (a) any User Content and confidential information which you transmit through the Application may be placed, passed through and/or stored on a computer server or cloud networks that are maintained / hosted by a third party outside our control, and will be subject to such data privacy or data handling policies as may be determined by such third parties from time to time. We shall have no liability or responsibility for any such pass through or storage of the same or over the third party's use, storage, handling or further disclosure of your User Content. all transmissions (whether by SMS, email or otherwise) to and from this Application cannot be guaranteed to be completely secure or error-free and the same could arrive late, be intercepted, corrupted, lost, destroyed, or incomplete, or contain viruses and may not be received by the intended recipient.
- (b) by uploading, posting or transmitting any User Content or confidential information (whether yours or the recipient's), such User Content or confidential information may be made publicly available.
- (c) the User Content or confidential information transmitted by you may be subsequently forwarded to a third party by the recipient.
- (d) we cannot control or prevent the transmission of your User Content or confidential information by a third party, and we are not responsible or held liable for the same.
- (e) we shall not be under any obligation of confidentiality to you regarding any such User Content transmitted to us using the Application.
- (f) we do not warrant the privacy and/or security of any transmissions (whether by SMS, email or otherwise) to and from the Application.
- (g) we are not liable for the loss of any of your User Content.

8.3 You are solely and entirely responsible for the form, content and accuracy of all User Content that you upload, post, email or otherwise transmit (including by SMS) via the Application. We do not assume the obligation to remove, validate, screen, verify or edit the User Content.

8.4 In relation to any User Content which you transmit to us using the Application, you hereby grant to us a worldwide royalty-free perpetual licence of the copyright and intellectual property rights in such User Content for any purpose we deem necessary, desirable or expedient including, without limitation, the copying, transmission, distribution and publication thereof.

## 9. REPRESENTATION AND WARRANTIES

9.1 You represent and warrant that:-

- (a) your use of this Application does not violate, breach or conflict with any of your constitutional documents, any applicable law or regulation, or any other document or instrument which is binding on or applicable to you;
- (b) all information submitted by you through this Application is true, complete and accurate in all respects.

9.2 The representations and warranties above shall be deemed repeated whenever you use this Application.

## 10. INDEMNITY

You shall hold harmless and keep us indemnified in full against all and any claims, actions, proceedings, loss, damage, costs, expenses (including legal fees on a full indemnity basis) and liabilities of whatsoever nature and howsoever arising which may be brought against or suffered or incurred by us arising from or which is directly or indirectly related to:-

- (a) Any use or access to the Application and/or the Information and Materials by you or by any other person or entity where such person or entity was able to access and/or use the Application by using your user id and password (where applicable);
- (b) any breach or non-observance of any of these Conditions by you or by any other person or entity where such person or entity was able to access and/or use the Application by using your user id and password (where applicable);
- (c) your violation of any rights (whether in relation to intellectual property or otherwise) of another person or entity; or
- (d) your breach of any statutory requirement, duty or law.

## 11. NO WAIVER / SEVERABILITY

11.1 A failure or delay by us in exercising or enforcing our rights under these Conditions shall not be deemed as a waiver of or limit, prejudice or impair, or operate as a bar to the exercise or enforcement of such rights or render us responsible for any loss or damage arising therefrom.

11.2 If any one or more of the provisions in these Conditions are deemed invalid, unlawful or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired.

## 12. TERMINATION

We may terminate any agreement governed by these Conditions, your access to and/or use of the Application (including the Information and Materials, related services and websites) at any time, with or without cause or notice.

### **13. INTELLECTUAL PROPERTY RIGHTS**

- 13.1 The trademarks, logos, service marks, copyright in the contents (including, but not limited to the text, data, graphics, images, links, video and audio) of the Application and/or the Information and Materials are owned by us or the relevant third parties (where applicable). No part or parts hereof may be reproduced, distributed, republished, displayed, broadcast, hyperlinked or transmitted in any manner or by any means or stored in an information retrieval system without our / the relevant third party owner's prior written permission.
- 13.2 Unless our / the relevant third party owner's prior written permission is obtained, or unless it is expressly allowed in these Conditions, you / any party:
- (a) have no right or licence to download, reproduce or use in any way of such trademarks, logos, service marks, copyrighted content;
  - (b) cannot insert a hyperlink to the Application or "mirror" any content contained on the Application, including the Information and Materials on any other server.
- 13.3 You acknowledge the foregoing provisions shall not limit any specific provisions set out in the individual terms and conditions of the particular Information and Materials offered on or through the Application.

### **14. APPLICABLE LAW AND JURISDICTION**

- 14.1 We make no representation that this Application and the Information and Materials are appropriate or available for use in other locations/jurisdictions other than Vietnam. Unless specified otherwise, the Application and Information and Materials shall not be construed as the provision of services and facilities outside of Vietnam. Those who choose to access or use this Application from any location apart from Vietnam are responsible for compliance with local laws, if and to the extent local laws are applicable.
- 14.2 These Conditions and all matters relating to your access to, or use of, the Application and/or the Information and Materials shall be governed by and construed in accordance with the laws of Vietnam. You also agree to submit to the exclusive jurisdiction of the courts of Vietnam.

### **15. THIRD PARTY RIGHTS**

A person who is not a party to any agreement governed by these Conditions has no right under the Contracts (Rights of Third Parties) Act (53B) to enforce any terms herein.

United Overseas Bank Limited Company Reg. No. 193500026Z

Updated as at 6 August 2021.