

**TERMS AND CONDITIONS**  
**GOVERNING UOB TMRW VN APPLICATION AND PERSONAL INTERNET BANKING**

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This document sets out the general terms and conditions governing our UOB TMRW and Personal Internet Banking and shall apply to any or all personal financial services and/or products that we provide to you from time to time. These terms and conditions are binding on you therefore it is important that you read and understand this document. Please refer to Section 13 (Definition) for the definitions of some of the words used in this document.

## 1. GENERAL INTERPRETATION AND CONSTRUCTION

- 1.1 By applying for or using any services on UOB Personal Internet Banking and the App (collectively called "**Digital Services**"), you are deemed to have read, understood, and accepted all of the terms and conditions set out herein, as may be amended, modified or supplemented from time to time (collectively called the "**General Terms**"). These General Terms apply to Digital Services which we provide, and each time you use any of them.
- 1.2 These General Terms supplement and are to be read together with:
- a. The terms and conditions governing the specific Account, Card, Loan or Service offered by us either alone or together with third parties (collectively called the "**Specific Terms**"), to read and refer at <https://www.uob.com.vn/general-en/terms-and-conditions.page>.
  - b. The terms and conditions of any other document or agreement governing your relationship with us (the "**Other Terms**").

For clarity, each as may be amended, modified, or supplemented from time to time.

- 1.3 In the event of any conflict or inconsistency between provisions in the following documents, the provisions in the first mentioned document shall prevail over the second mentioned document:
- a. the Specific Terms;
  - b. these General Terms;
  - c. the Other Terms.
- 1.4 General construction and interpretation
- a. **Our discretion:** whenever we are required to act, make a determination or exercise judgment in any other way, we may do so in our sole and absolute discretion.
  - b. When we act or refuse to act on any matter including any instruction or transaction, we do not need to provide any reason for our act or refusal unless required by the Applicable Law.
  - c. **Timing:** if we receive any instruction on a non-Business Day or after the specified clearance or cut-off times, we may treat the instruction as received on and may only carry out that instruction on the next Business Day.
  - d. Words importing a singular number includes the plural number and vice versa.
  - e. Words importing the masculine gender includes the feminine or neuter gender.
  - f. Headings and sub-headings are inserted for convenience only and do not affect the interpretation of these General Terms.
  - g. Any phrase introduced by the terms "other", "including", "include", and "in particular", or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

## 2. COMMUNICATIONS

- 2.1** If there is any change in your particulars or contact details, you must notify us by such mode or method specified by us.
- 2.2** You acknowledge that we may contact or communicate with you in relation to any Account, Card and/or Loan including but not limited to your use of the Digital Services and/or the App, or any relevant acquisition/promotion/engagement provided by us. Notices, information, documents, and communications will be sent in the manner we deem appropriate via any and all services, functions, and features that are provided to you through electronic or online means on any Equipment, including Digital Services and in accordance with the Applicable Laws, including but not limited to:
- a. notifications/information feeds in the App;
  - b. through the display of notices at our websites;
  - c. via Third Party Links;
  - d. via Push Notification (for promotion and marketing); and/or
  - e. via hyperlink within notifications/SMS sent to your last known address, phone number or email address in our records (if requested by you).

For clarity, you shall take all steps necessary to allow Digital Services to send Push Notifications to your Equipment and send notifications via the App or other channels describe above; including enabling Push Notifications and ensuring the App is accessible to you. You acknowledge that if you do not take such steps, you may not receive such notifications.

- 2.3** You agree that unless otherwise expressly provided in writing, any notices, information, documents and communications sent by us to you will be deemed effective or received by you:
- a. if sent by fax, electronic mail, SMS or via the Digital Services, at the time and date it is despatched from our Equipment to you;
  - b. if posted on our website or Third Party Links, on the date of display or posting.
- 2.4** You remain responsible for all actions taken based on such notices, information, documents, and communications.
- 2.5** Your communications and notifications to us through the Digital Services are effective when actually received by us in a legible form.
- 2.6** Unless otherwise agreed between us, you must not use email to send us any communication and notification in connection with your Digital Services.

### **3. ELECTRONIC STATEMENTS AND RECORDS**

#### **3.1 Electronic statements**

Where we issue statements and confirmation advice in electronic form (collectively, the “**Electronic Statements**”), you agree that:

- a. Electronic Statements may be made available to you through the Digital Services, by email, or by any other methods as we may determine;
- b. you shall provide your email address or mobile number of which you are the registered or authorised user or such other information we request to make the Electronic Statements available to you;
- c. we can continue to make available the Electronic Statements through the Digital Services or such other channels as we may designate from time to time even if the email address or mobile number in our latest records is invalid; and

- d. notwithstanding that Electronic Statements are issued, we may also issue printed copies of the statements and confirmation advice to your last known mailing address in our records.

### **3.2 Records of transactions**

- a. The date appearing on a transaction record may vary from the date appearing on the statement or confirmation advice, as transactions completed after cut-off times or on non-Business Days may be processed at a later date.
- b. We may destroy, erase, or stop maintaining any record (whether in electronic, data or other form) after such time as permitted by the Applicable Law.
- c. Nothing in this section shall prevent us from rectifying any errors or omissions in any statement or confirmation advice and any such amended statement or confirmation advice shall be binding on you.

### **3.3 Conclusiveness of records**

- a. Any recording or note made by us of any instruction shall be final, conclusive, and irrefutable evidence of that instruction.
- b. Any document relating to any Card Transaction bearing your signature shall be conclusive evidence of the fact that the Card Transaction therein stated or recorded was authorised and properly made or effected by you.
- c. You agree that, absent manifest error:
  - i. all instructions, acknowledgments, and agreements (including data, images, records, and documents containing those instructions, acknowledgments, and agreements) in electronic forms (collectively, the “**Electronic Records**”) are final, conclusive, binding, and irrefutable evidence of the instructions, acknowledgments, and agreements; and
  - ii. our records in any form (including but not limited to the Electronic Records) and any certificate (including but not limited to any statement, report, or communication) we issue, or decision we make, about a matter or an amount payable, are conclusive, final, and binding.

## **4. REPRESENTATIONS AND WARRANTIES**

### **4.1** You represent and warrant, at all times, that:

- a. you have full legal capacity and authority to open, maintain and operate all Digital Services you have with us, and to give us all instructions in connection with the foregoing, and to comply with your obligations under these General Terms, the Specific Terms and Other Terms;
- b. you have the power and have obtained all authorisations, consents, licences, or approvals necessary to agree to these General Terms, and you will ensure the same are maintained in full force and effect;
- c. your obligations under these General Terms are valid, binding and enforceable and will not breach any agreement, authorisations, consents, licences, or approvals or the Applicable Law;
- d. you will not use any Digital Service in a manner which would contravene any Applicable Laws, these General Terms, or such other guidelines or requirements as the Bank may otherwise specify;

- e. you are acting for your own account and all Accounts, Cards, and Loans belong to you as principal and not as trustee, agent, or nominee. In this regard, you also acknowledge that we do not have to recognise any person other than you as having any interest in the Account, Card, or Loan, and you agree that you shall use the same signature for all Accounts, Cards, Loans, or Digital Services;
- f. you have not withheld any information, and all information you provide to us is true, accurate and complete and if there is a change in the information provided, you will report the change as soon as possible to us;
- g. you will not (i) offer, promise or give; or (ii) agree to receive or accept, any bribe;
- h. you will comply with all Applicable Laws in all jurisdictions that apply to you including reporting your worldwide income to any applicable tax authority;
- i. you do not have immunity from jurisdiction of any court or from legal process;
- j. you accept the risks in connection with the use of the Digital Services; and
- k. you will provide us with any assistance, information, or documents that we may need from time to time (whether for us to comply with our obligations under the Applicable Laws, to act on your instructions, for the operation of the Account, Card, Loan or Digital Service, or otherwise).

**4.2** We make no representation, warranty, or undertaking of any kind, whether express or implied, statutory or otherwise:

- a. as to the accuracy, timeliness (owing to non-delivery or delayed delivery), completeness, security, secrecy or confidentiality of any notices, information, documents and communications, in any form, transmitted via our Digital Services, through e-mail or by SMS;
- b. that the Biometric Access Service will meet your requirements, or will always be available, accessible or function with any network infrastructure, system or such other services as we may offer from time to time;
- c. as to the security of the Unique Biometric Identifier authentication function of any Equipment and whether it works in the way that the manufacturer of the device represents; and
- d. that the functions contained in, or services performed or provided by, the Digital Services will meet your requirements, that the operation or availability of the Digital Services will be uninterrupted or error-free, or that the Digital Services will be free from errors or defects.

## **5. SECURITY PROCEDURES AND RESPONSIBILITIES**

### **5.1** Use of Access Procedures

- a. We may issue to you a Password in any combination of letters, numerals and characters.
- b. We may deactivate or revoke the use of any Access Procedure. In such case, we will notify you before such deactivation or revocation.

### **5.2** Required security precautions

You shall:

- a. take all precautions and reasonable care to prevent loss, theft, forgery, fraudulent or unauthorised use of your Account, Card, Loan, or Digital Services;

- b. keep your Password confidential at all times, and not allow anyone (without exception) to use your Password, as you are responsible for all transactions undertaken with your Password;
  - c. cooperate with us in any investigation or court proceeding, including but not limited to permitting us or any supervisory or regulatory body to have access to your Equipment as we and/or any competent authority may request, and you shall co operate in answering any of their queries in relation to any aspect of the Digital Services;
- 5.3** You must make a report to us by phone/in writing/via your registered email with us as soon as possible when you:
  - a. suspect or become aware that your Password is lost, stolen, misused or tampered with;
  - b. suspect or become aware that a third party is aware of your Password; or
  - c. suspect or become aware that there has been unauthorised access to or use of your Password.
- 5.4** If you inform us that the security of your Password (including your Unique Biometric Identifier) has been compromised, we may require you to change the Password, re-register your Unique Biometric Identifier or cease the use of the Biometric Access Services.

## **6. USE AND DISCLOSURE**

By way of using the App, you fully understand and further consent that we or any of UOB Group Member may generally use the customer information to (a) provide you with a product or service, (b) comply with obligations and requirements under any local or foreign laws or regulations applicable to us or any UOB Group Member and any our internal policies and procedures or any policies and procedures of UOB Group Member, and (c) meet any administrative, business, legal or regulatory purpose. There may be other terms and conditions that govern the collection, storage, use, process and disclosure of personal data provided by you as contained in other banking agreement between you and us and/or in the Privacy Notice published in our website at <https://www.uob.com.vn/web-resources/personal/pdf/personal/en/common/uob-privacy-notice-individual.pdf>. Such other terms and conditions shall be read in conjunction with these Terms.

The Bank is dedicated to maintaining its business and service operations to ensure the continuous and lawful provision of services. To support this, we process your personal data for essential banking operations—including pre-engagement communication, authentication, and evaluation—and for legitimate business operations—such as customer relationship and service management, internal compliance, reporting, and other necessary business functions. The Bank's data processing activities are legitimate and conducted strictly on an as-needed basis. These activities are essential for enabling the Bank to provide you with banking products and services effectively per your request and in compliance with applicable regulations.

## **7. AMENDMENTS / VARIATION**

- 7.1** To the extent permitted by law, the amendment or exception to or under any terms and conditions shall not be made without the Bank's prior written consent.

However, in the event that there is an amendment to the terms and conditions of any product or service in relation to any terms and conditions that impacts on the customers' use of Digital Services such as fee adjustments for the use of financial products or services corresponding to the increased costs, changing service channels, changing conditions or benefits of a financial product or service, changing due date for debt settlement, the Bank shall

communicate to or notify you of the material information of such amendment, unless there may be significant damage to the Bank, such as the suspension or cancellation of Credit Card use in the event that the Bank detects fraud or where the customer defaults on the debt or fails to comply with the terms and conditions of using the financial services, the Bank shall be entitled to only notify such actions to you after such amendment within a reasonable period of time, except where the parties have agreed otherwise.

In this regard, communicating or giving material information of the change under the preceding paragraph does not include cases where the Bank is required to take action under the law or order of the court or government agency.

In the event that such amendment affects the service available to you, materially causing disadvantageous or increase burdens to you such as increasing Credit Card limit or cash card, changing method of notification, the delivery of information and documents from the original format to the electronic data format, you have the right to give consent or deny such changes. In the event that you wish to change such conditions, you shall give consent for the change within the period and formats as specified by the Bank.

**7.2** We may at any time:

- a. change the operating hours or the time period during which Digital Services may be available;
- b. set or change the frequency or manner of use of any Digital Service;
- c. limit, cancel or suspend the operations or use of any Digital Service; and

and where any of the events specified in (a) to (d) above occurs, we will notify you as required by the Applicable Laws.

**7.3** We do not guarantee that the Digital Services will always be available and uninterrupted.

**7.4** We reserve the right to reject any application for any of the Digital Services, without assigning any reason whatsoever.

**7.5** We are not liable for any Loss, if we limit, cancel, or suspend the operations or the use of any Digital Service, due to:

- a. any force majeure or cause beyond our control;
- b. the unavailability of or inaccessibility to your records, the Digital Services; or
- c. any other reason we believe is necessary, desirable or appropriate.

**7.6** If we provide and you use any new, additional or enhanced Digital Service, or product, the terms and conditions governing the new, additional or enhanced Digital Service, or product will be binding on you.

## **8. INTELLECTUAL PROPERTY RIGHTS**

**8.1** The present and future patents, copyrights, trade secrets, trademarks, service marks, graphics, images and logos and all other intellectual property rights in the Digital Services, and their respective contents, including but not limited to improvements, developments, ideas, concepts, know-how or techniques in connection with the Digital Services, and the functions, systems, and applications in the Digital Services (collectively called the **"Intellectual Property"**) (except for information pertinent to your Account(s) or information personal to you in your capacity as our customer), are solely owned by us or licensed for use by us. You must not use or reproduce the Intellectual Property.

**8.2** Subject to these General Terms, the Bank grants you, for the duration of the General Terms, a personal, limited, revocable, non-transferable and non-exclusive licence to enable access

and use the Digital Services on any Equipment used by you. You may not sub-license this licence or any other right granted under the General Terms.

- 8.3** No part of the Digital Services may be reproduced, distributed, published, modified, displayed, broadcast, hyperlinked or transmitted in any manner or stored in an information retrieval system without our prior written consent. You shall not reverse engineer or attempt to extract the source code of the software provided to you by us in connection with the Digital Services without our prior written permission.
- 8.4** The Digital Services may include software that is licensed by third parties (the “**Third Party Licensors**”). You shall not use the Digital Services in a manner which infringes the rights of the Third-Party Licensors in any way. You will be liable if your use of the Digital Services infringes upon the rights of the Third-Party Licensors.

## **9. OUR EXCLUSION OF LIABILITY AND YOUR RESPONSIBILITIES**

### **9.1 General**

- a. To the fullest extent as permissible under the Applicable Laws, we are not liable for any and all Loss you may suffer in connection with the Digital Services howsoever arising, whether direct or indirect and whether reasonably foreseeable or not, even if we have been advised of the possibility of the Loss, including but not limited to the Loss from:
- i. use (whether authorised or unauthorised), loss or theft of your Password or the Digital Service;
  - ii. unavailability or improper functioning of any Digital Service;
  - iii. any third-party claims that our products or Digital Services infringes their proprietary rights;
  - iv. any delay or error in or interception or loss of any notices, information, documents, or communications from us, or instructions from you;
  - v. any payment restriction due to any Applicable Laws;
  - vi. any incorrect interpretation by you of instructions given by us (if any);
  - vii. our refusal to act on any instruction, or any other thing we do or do not do;
  - viii. any action taken by us which we deem necessary to meet any obligation, in any jurisdiction, or to prevent prevention of any unlawful activity;
  - ix. any loss of or destruction to or error in our records;
  - x. for any defect, deficiency, performance or the quality of the goods or services supplied by any Payee Corporation;
  - xi. any strike, default, neglect or insolvency of any Payee Corporation or financial institution;
  - xii. any act or failure to act by a third party beyond our control;
  - xiii. us limiting, cancelling, or suspending the operations or the use of any Digital Service in accordance with these General Terms or the Specific Terms or the Other Terms; or any other circumstances beyond our control,
- provided that we will be liable for your direct Loss only to the extent such Loss is caused directly by our fraud, gross negligence, or wilful misconduct.
- b. Without prejudice to the generality of clause 9.1, we are not liable for any Loss you may suffer in connection with Digital Services whether direct or indirect and whether reasonably foreseeable or not, even if we have been advised of the possibility of the Loss, including Loss from:



- i. any delay in acting or failure to act on any of your instructions due to any breakdown, error, delay or failure in the transmission for any reason whatsoever;
  - ii. poor or interrupted mobile network coverage;
  - iii. any inaccurate, incomplete, or delayed Push Notification;
  - iv. any reliance by you or any other party on the content of any Push Notification;
  - v. any Malware which may interfere with any of our Digital Services, or any breakdown or malfunction due to any cause whatsoever, of computer software or the Equipment whether belonging to us or not, used in connection with any of our Digital Services; or
  - vi. any notices, information, documents, or communications, in any form, which was transmitted via the Digital Services being lost, delayed, inaccurate, incomplete, or intercepted; or created, processed, or transmitted in any manner by a third party.
- c. Your access and use of the Digital Services is at your sole risk. To the fullest extent permitted by Applicable Law, the Digital Services are provided to you "as is" and "as available" basis. We disclaim all warranties and conditions (either express, implied or statutory) relating to the Digital Services, including its merchantability, satisfactory quality, fitness for a particular purpose, accuracy, quiet enjoyment, availability, freedom from Malware, and non-infringement of third-party rights.  
In terms of potential risks that may happen when engaging our Digital Services, you may access to our guidance on Privacy & Security which is published via our website or by other manners that we deem fit from time to time.

## **9.2 No warranty on links, agents, third party services or disputes**

- a. We may provide links to the Third Party Links. However, this does not mean that we guarantee the contents of the Third Party Links, endorse the products or services offered, or have verified any information contained in the Third Party Links. Access to and the use of such Third Party Links is at your own risk and subject to the terms and conditions applicable to such access or use.
- b. We may make use of agents, consultants, sub-contractors and third parties to provide the Digital Services (including any notices, information, documents and communications in connection with it), or provide banking services.

## **9.3 No advisory duty**

The contents made available through the Digital Services are provided for general information only and should not be used as a basis for making any specific investment, business, or commercial decision. Unless we expressly agree in writing, we do not assume any advisory, fiduciary, or other similar duties to you. We assume and will rely on the assumption that you have taken the necessary independent legal, tax, financial, and other advice in relation to any Account, Card, Digital Service, or transaction.

## **9.4 Liability for disclosure of Password**

- a. If your Password is disclosed without your authorisation, you will remain liable for all unauthorised transactions effected after such loss, theft or disclosure, unless and until you:
  - i. immediately notify us of the loss or theft of the disclosure of the Password;
  - ii. provide us with any documents we require (e.g. police report or statutory declaration); and

- iii. have established to our satisfaction that you have not, by your acts or omissions (directly or indirectly), caused or contributed to the occurrence of the loss, theft or disclosure of the Password.
  - b. You will remain responsible for all transactions on your Digital Service which were affected before the unauthorised disclosure of your Password but only presented to us for payment after we have received your notification of such disclosure.
  - c. You are responsible for notifying any Payee Corporation with whom there are standing payment arrangements on your Card or Account. If you do not notify the Payee Corporation, and the standing payment arrangements are not terminated, we may debit the amounts from any of your other Accounts or Card.
- 9.5** We do not guarantee that (i) an instruction will be carried out within a particular timeframe or in any particular order, (ii) there will be no time lag between the time you provide an instruction and the time the instruction is carried out by us, or (iii) an instruction will be completely secure. The risk of fraud, misunderstanding, error, or delay in the instructions given to us are entirely at your own risk.
- 9.6** We may:
- a. act on any instruction we believe in good faith has been given by you;
  - b. act on incomplete, unclear, conflicting or multiple instructions if we reasonably believe we can correct the information or determine the order of acting without referring to you;
  - c. require the use of the Access Procedures for certain types of transactions and may, from time to time, specify additional conditions or change or implement new security procedures for accepting instructions;
  - d. cancel, refuse, or reverse any action taken on the basis of an instruction, demand refund, debit the Account, cause the amount to be unavailable for withdrawal or treat the Account as overdrawn or exceeding its limits, if:
    - i. we need to correct any error or omission;
    - ii. we are required to return funds to the payer or drawer;
    - iii. we have not received cleared and unconditional funds in full or in time;
    - iv. our internal checks indicate that the instruction was not from you;
    - v. we have reasonable grounds to do so for any other reason whatsoever or if we deem that action to be necessary, desirable, or appropriate; or
    - vi. you agree to the variation or cancellation of any prior instruction on conditions we require. We will try to stop a transaction when instructed but we will not be responsible for any Loss you incur if we cannot do so.
- 9.7** You agree that where any person uses the Access Procedures to use or access the Digital Services or issue instructions through the Digital Services or where the signature or the authorisation on the face of an instruction appears to be similar to the signature or the authorisation in the operating mandate:
- a. we shall regard that person to be you;
  - b. any use or access of the Digital Services shall be deemed to be used or accessed by you; and
  - c. any instructions shall be deemed to be instructions that were validly issued and authorised by you and shall be valid, binding and enforceable on you.
- Accordingly, we may act on such instructions or allow any such person to use or access the Digital Services without performing any check on such person's identity, the authenticity of any person's instructions or any person's authority to use or access the Services.

- 9.8** Unless otherwise accepted by us and subject to the terms and conditions of such acceptance, you acknowledge and agree that all of your instructions must be given through the Digital Services; and that instructions once given to us are irrevocable and binding on you, and you shall not dispute any instruction so given.
- 9.9** You are responsible for:
- a. the accuracy and completeness of all instructions;
  - b. ensuring that all instructions are given in the manner specified by us and in compliance with the Applicable Laws;
  - c. ensuring that the instructions are not varied or cancelled after they have been received and complying with all Applicable Laws;
  - d. giving us all documents and information and help we may need (whether for us to comply with our obligations under all Applicable Laws, to act on your instructions, for the operation of any Digital Service or otherwise);
  - e. all instructions effected through the Digital Services or the use of your Password; and
  - f. following our instructions in connection with the Digital Services.
- 9.10** We can disregard any instruction or refuse to provide or allow you to use any Digital Service if:
- a. we are of the opinion that the instruction is inconsistent, incomplete, incorrect, misleading, unclear, conflicting, fraudulent or not given in a manner specified by us;
  - b. in our discretion, it is unreasonable and impracticable to do so;
  - c. it is against our business practice or any internal policy or procedure;
  - d. it is against any Applicable Law (including any economic and trade sanctions imposed by any regulator in any jurisdiction where we operate in or by any supranational organisation, competent authority.
  - e. it results in an Account being overdrawn or exceeding the daily transfer limit or category limit on the Account or the transaction limit for any Digital Service being exceeded;
  - f. a minimum balance requirement applies to the Account and the instruction would cause the Account balance to fall below that minimum balance;
  - g. circumstances beyond our control prevent your instructions from being carried out; or
  - h. you have not provided us with all documents, verification and information we require.
- 9.11** If you become bankrupt, lack capacity, or pass away, we may freeze or suspend operations on any Digital Service, not act on any instrument presented or any instructions received, and refuse access to the funds in Digital Service without being responsible for any Loss thereby incurred by you, your successors or anyone else until we receive, to our satisfaction, evidence of the person(s) who have the legal authority to operate the Digital Service.
- 9.12** You must give us instructions when you want to change or cancel the operating mandate or when you want to change any signature. We are entitled to a reasonable period to process the change or cancellation. Any such instruction submitted to us will be effective only upon our written confirmation to you that your instructions have been accepted by us.
- 9.13** We may honour, for a payment, all instructions given, and instruments signed in accordance with the previous operating mandate if these instructions and instruments are dated before, but presented after, we have received and accepted your instruction in accordance with Section 9.12 above.
- 9.14** We will not be responsible for any Loss to you that results from us exercising our right of action under this Section 9.

## **10. INDEMNITY**

You agree to indemnify us and all our servants, employees, nominees, directors and agents for any Loss and embarrassment suffered by us (other than such Loss and embarrassment arising from our or our employees' and agents' wilful misconduct or negligence) in connection with:

- 10.1** your use of or any instruction you give us for any Digital Service or transaction;
- 10.2** us acting on or carrying out or delaying or refusing to act on any instruction you or your authorised person gives us;
- 10.3** searches and enquiries we make in connection with you;
- 10.4** the provision of any Digital Service to you and the performance of our functions as your banker;
- 10.5** the preservation or enforcement of our rights as a result of your non-compliance with any of these General Terms or the Specific Terms or the Other Terms;
- 10.6** any action, court orders, judgments and proceedings of whatever nature (whether taken by us or any other party against you or otherwise) relating to the Digital Services or the monies in the Account;
- 10.7** our compliance with any existing or future law or regulation;
- 10.8** taxes payable by us in connection with your use of the Digital Services; or
- 10.9** any increased cost in our funding if there is a change in law or circumstances.

## **11. MISCELLANEOUS**

### **11.1 Waiver and impairment**

- a. Our rights under these General Terms or the Specific Terms or the Other Terms are not waived or affected by any delay in exercising those rights. Any partial exercise of our rights does not prevent us from exercising further rights or remedies.
- b. These General Terms may be enforced in any country even if it is invalid or unenforceable in another country.

### **11.2 Assignment**

- a. These General Terms are binding on you and us and on our successors or assignees, even if we change our name or constitution or consolidate or amalgamate with another entity.
- b. You cannot assign your rights and obligations under these General Terms.

### **11.3 Applicable Law and dispute resolution**

- a. These General Terms are governed by and will be interpreted according to the laws of Vietnam.
- b. Any dispute arising out of or in connection with these General Terms or the Specific Terms or the Other Terms, including any question regarding their existence, validity or termination, shall be referred to and finally resolved by the Courts of Vietnam.

### **11.4 Actions Against Financial Crime**

- a. We shall be entitled to take all actions we consider appropriate in order for us to meet any obligation or requirement, either in Vietnam or elsewhere, in connection with detection, investigation and prevention of financial crime including fraud, money laundering, terrorism financing, bribery, corruption, or tax evasion or enforcement of any economic or trade sanction ("**Financial Crime**").
- b. You understand and agree that if any activities, conduct or circumstances you are involved in (directly or indirectly) may, in the sole and absolute discretion of us, expose

us to legal or reputational risk, or actual or potential regulatory or enforcement actions, we shall at any time, without giving any reason or notice to you, have the right to immediately:

- i. terminate all contractual relationships you have with us; and
  - ii. make reports and take such other actions as we may deem appropriate.
- c. You undertake that you will not initiate, engage in or effect a transaction (directly or indirectly) that may involve the Financial Crime and agree to hold us harmless, indemnify and keep us indemnified from and against any and all Liabilities, claims, obligations, losses, damages, penalties, actions, judgments, suits, costs (including, but not limited to, legal costs on a full indemnity basis), expenses and disbursements of any kind whatsoever which we may suffer or incur in connection with or arising from any breach by you of this undertaking.
- d. Arising from any concerns that we have relating to Financial Crime, we may, at our absolute discretion and without any notice to you:
- i. close all Accounts and terminate all Services you have with us;
  - ii. delay, block or refuse the making or clearing of any payment, the processing of instructions or the application for services or the provision of all or part of the Services;
  - iii. terminate and/or recall any or all advances or loans, credit or other financial or banking facilities (committed or uncommitted), accommodation, financial assistance or services and demand repayment of all sums outstanding; and/or
  - iv. make reports and take such other actions as we may deem appropriate.

#### **11.5 Vietnamese Version to Prevail**

You understand that the content, functions and features of the Digital Services and any communications will primarily be in the Vietnamese language. We may, from time to time, provide you with a translation of all or any part of such content, function, feature, or communication into the English language solely for your reference only. In the event of any conflict or inconsistency between the English and Vietnamese language versions, the Vietnamese language version will prevail.

#### **11.6 Severability**

If any provision of these General Terms is found to be void, illegal, invalid, or unenforceable, the other provisions of these General Terms will not be affected.

### **12. GENERAL TERMS AND YOUR RIGHTS FOR DIGITAL SERVICES**

**12.1** We may, from time to time, make available features, functions, and services to you, via online or digital means or otherwise, which may include any of the following:

- a. Biometric Access Services; or
- b. SecurePlus Token; or
- c. Digital Services for, but not limited to, certain types of Accounts, Cards, or Loans;

**12.2** The Digital Services, and certain facilities under the Digital Services, may be available only for certain types of Accounts, or Cards and not others. You accept that there are certain transactions, facilities, and services that cannot be accessed or conducted through the Services.

**12.3** Biometric Access Services

- a. These Sections apply to your use of the Biometric Access Services.
- b. To use Biometric Access Services, you will need to:
  - i. be a customer of the Bank and be a valid user of the Digital Services;
  - ii. have installed the App on your Equipment.
  - iii. register for Biometric Access Services by completing the registration process by logging in to the Digital Services with your Digital Services password; and
  - iv. have at least one Unique Biometric Identifier registered in your Equipment.
- c. You understand that upon the successful registration of your Equipment with Biometric Access Services, any Unique Biometric Identifier that is stored on your Equipment can be used to access the Digital Services including access to your Accounts. Each time any Digital Service detects the use of such Unique Biometric Identifier to access the Digital Services or authorise transactions, you are deemed to have accessed the Digital Services or instructed us to perform such transactions as the case may be.
- d. You may still choose to access the Digital Services using your Password.
- e. You acknowledge that the authentication is performed by the Digital Services by interfacing with the Unique Biometric Identifier authentication module on the Equipment and that you agree to the authentication process.
- f. You acknowledge and agree that, for the purposes of the Biometric Access Services, the Digital Services will be accessing the Unique Biometric Identifier registered in your Equipment, and you hereby consent to us accessing and using such information for the provision of the Biometric Access Services.

#### **12.4 Digital Services**

- a. These Sections apply to your use of the Digital Services.
- b. Use of Digital Services:
  - i. We may provide you with instructions to assist and enable you to use and access the Digital Services.
  - ii. We may, from time to time, stipulate the minimum specifications of the Equipment necessary for you to use and access the Digital Services but are not obliged to support all versions of the Equipment. We accept no responsibility for your inability to access the Digital Services by reason of any deficiency in your Equipment.
  - iii. You understand and agree that:
    - you may be signed out of the Digital Services after periods of inactivity or after a period of being signed-in;
    - we may, stop or make changes to the Digital Services, its contents and the facilities and services subject to giving you the necessary notification in accordance with the Applicable Laws;
    - the nature of the internet and telecommunications services is such that communications or information shown to you online or electronically may be subject to interception, hacking, or may be defective, inaccurate, incomplete, not up to date, or the transmission may be failed or delayed;
    - we may send you replacement Access Procedures if necessary;
    - you are responsible for ensuring your Equipment is free from Malware and that your Equipment does not lead to any disruption or interference with the Digital Services; and
    - all costs of internet and electronic communications as well as any other expenses arising from the use of the Digital Services will be borne by you.

- iv. You shall not, either alone or in conjunction with any other person:
- store, process, alter, copy, distribute or otherwise deal in any way with any information, notification, data or document, in any form, obtained via the Digital Services, except for your use and for proper purposes;
  - omit, delete, forge, or misrepresent transmission and contact information, including headers, return mailing, and Internet protocol addresses; and
  - transmit any materials or information through the Digital Services which are offensive, indecent, defamatory or which may not be lawfully disseminated under Applicable laws, or which contain Malware.

#### 12.5 SecurePlus Token

For the usage in connection with UOB Personal Internet Banking, you agree and acknowledge about the SecurePlus Token as follows:

- a. SecurePlus Token belongs to the Bank so the Customer does not have any right over the SecurePlus Token apart from using such device for UOB Personal Internet Banking and you shall return the SecurePlus Token to the Bank upon the Bank's request.
- b. You shall always keep the SecurePlus Token in safe place without being known to or accessible by third parties.
- c. You agree and consent to pay the SecurePlus Token issuance fee. In the event that you do not provide a specific instruction to the Bank to debit the fee payment against a savings account designated by you, you merely authorise the Bank to debit the fee from your saving account which have the highest available balance at the time you request for the SecurePlus Token.

#### 12.6 Operational continuity and disruptions

- a. The Bank shall take reasonably practicable steps to ensure that Digital Services are available for use.
- b. You acknowledge and agree that the Digital Services may be in downtime during its normal operating hours due to routine maintenance requirements, excess demand on the systems and circumstances beyond the Bank's control.
- c. In case of need for repair, maintenance or other reasons, the Bank shall notify you in advance in terms of such disruption and resumption of the Digital Service before the date of cessation of service provision unless a Force Majeure Event occurs.
- d. The Digital Services are operated 24/7 and total suspension time will not exceed 12 hours per time and not exceed 192 hours per year except for cases of force majeure or system maintenance and upgrades notified by The Bank. The Bank will use reasonable endeavours to recover the systems within 24 hours from the breakdown time or as soon as possible per our notification(s) provided to you from time to time.

### 13. DEFINITIONS

In this Agreement:

**Access Procedures** means (a) the usernames and Passwords, any information or procedure guides issued by the Bank, or any other person specified by the Bank from time to time; and (b) any identification through Biometric Access Services which enables you to use and access the Digital Services.

**Account** means any account you now or hereafter have with us, any other account offered by us from time to time and any account used for the purposes of the Services and from which funds may be applied for the utilisation of Services, whether the account is opened singly or jointly.

**App** means the UOB TMRW VN application.

**Applicable Laws** means all laws, rules, regulations and requirements, and any supporting laws, rules, regulations, and requirements (including notices, directives, orders, court orders and rulings, judicial interpretation codes, customs or practices, guidelines, or circulars) issued by any governmental authority, body, agency or exchange or clearing house, central depository or regulator of any jurisdiction in accordance with which a person is required or accustomed to act.

**Biometric Access Services** means the services provided by us, where you may use your Unique Biometric Identifier stored on your Equipment as a Password to access the Digital Services on your Equipment.

**Business Day** means any day other than a Saturday, Sunday, public holiday, or bank holiday in Vietnam.

**Card** means each and any Debit Card, ATM Card, or Credit Card.

**Card Transaction** means each and any transaction effected by: (a) the use of an ATM Card; (b) the use of a Debit Card through an ATM, and (c) any payment made or any amount charged for any products, goods, services or other benefits through or from the use of any Card (including a Credit Card) or Card number, or Password, or in any other manner regardless of whether a sales draft or other voucher or form is signed by you and whether authorization has been sought from us.

**Costs** means any costs, fees, charges, commissions or expenses and includes legal costs on a full indemnity basis.

**Credit Card** means any credit card issued by us, including any personal credit card, and any replacement or renewal of any of these or other credit cards that we may issue from time to time.

**Debit Card** means the card issued by us, with which you may make payments by direct debit from an Account. A Debit Card may also be an ATM Card.

**Digital Services** means any and all services, functions, and features that are provided to you through electronic or online means on any Equipment, including UOB Personal Internet Banking and the App (UOB TMRW VN Application).

**Equipment** means any electronic, wireless, communication, transmission or telecommunications equipment, device or medium including any computer, mobile equipment, terminal, machine, system, hardware, software (including any plug-ins and any software for authenticating any Unique Biometric Identifier), and the Internet, network connection or infrastructure, which may be required to use the Services.

**Liabilities** means all debts, liabilities, or obligations you owe to us now or in future, whether actual or contingent, primary or collateral, several or joint.

**Losses** means any losses, damages, penalties, claims, actions, demands, judgments, suits, Costs, or disbursements of any kind, which, may be incurred arise and/or result, without limitation, from: (i) use (whether authorised or unauthorised), loss or theft of your Account, Card, Password, or the Service; (ii) unavailability or improper functioning of any Service; (iii) any third party claims that our products or Services infringes their proprietary rights; (iv) any notices, information, documents, communications, or instructions in any form (whether from us, or from you, or transmitted via the Digital Services, or created, processed or transmitted in any manner by a third party) being lost, delayed, intercepted, misunderstood, fraudulent, erroneous, or incompletely transmitted; (v) any payment restriction due to any Applicable Laws; (vi) any incorrect interpretation by you of instructions given by us; (vii) our refusal to act on any instruction or any other thing we do or do not do; (viii) any action taken by us which we deem necessary to meet any obligation in any jurisdiction or to prevent prevention of any unlawful activity; (ix) any loss of or destruction to or error in our records; (x) for the refusal of any Payee Corporation or financial institution or other party to accept a Card; (xi) for any defect, deficiency, performance or the quality of the goods or services supplied by any Payee Corporation; (xii) any strike, default, neglect or insolvency of any Payee Corporation or financial institution; (xiii) any injury to your credit, character and reputation howsoever arising (whether reasonably foreseeable or not) in connection with the repossession of any Card or request for its return or the termination of any Account;



(xiv) any act or failure to act by a third party beyond our control; (xv) our limiting, cancelling, or suspending the operations or the use of any Card or Service in accordance with these General Terms or the Specific Terms or the Other Terms; and/or (xvi) any other circumstances beyond our control, (xvii) any delay in acting or failure to act on any of your instructions due to any breakdown, error, delay or failure in the transmission for any reason whatsoever; (xviii) poor or interrupted mobile network coverage; (xix) any inaccurate, incomplete, undelivered, or delayed Push Notifications or notifications via the App; (xx) any reliance by you or any other party on the content of the Push Notifications of notifications via the App; (xxi) any Malware which may interfere with any of our Digital Services; or any breakdown or malfunction due to any cause whatsoever, of computer software or Equipment whether belonging to us or not, used in connection with any of our Digital Services; (xxii) exercising our rights under these General Terms; (xxiii) the Third Party Links; (xxiv) any non-receipt of the Electronic Statements, whether resulting from our mode of delivery, or an invalid email address or mobile number, or otherwise; and (xxv) the services provided by the agents, consultants, sub-contractors and third parties; their acts or omissions; the loss, destruction or delayed delivery of any instrument while in transit or in their possession pursuant to Section 9.

**Malware** means all forms of software that interferes with the use of the App in any way or disrupts computer usage, including viruses, cyber-attacks, phishing e-mails, spyware, worms, logic software, bombs, Trojan horses, or other similar harmful components.

**Password** means the password (including one time passwords), login-ID, personal identification name, personal identification number (PIN), customer identification number (CIN), (made up of an access code and a PIN), username, word, phrase, symbol, code, electronic identification signature or codes, Unique Biometric Identifiers given to, or chosen by, you that is used to confirm your identity when accessing an Account or that is needed for:

- a. access and use of any Account, Card or Service;
- b. the operation of your Equipment; or
- c. confirming your identity.

**Payee Corporation** means any merchant, establishment, billing organisation, or relevant party whose bills can be paid through the use of a Card.

**SMS** means short message service (also sometimes referred to as mobile text messaging).

**Third Party Links** means other websites, software, mobile applications, and platforms owned, controlled or offered by third parties.

**Unique Biometric Identifier** means any fingerprint, facial scan, or other unique biometric identifier as we may, in our sole discretion and from time to time, prescribe as an acceptable method of identification.

**we / us / our / ourselves / the Bank / UOB** means United Overseas Bank (Vietnam) Limited, or its parent bank, subsidiary bank, subsidiary, affiliate, or branch, and includes any of their respective successors or assigns.

**you / yourself** means you (whether alone or jointly with another person/persons).