

TERMS AND CONDITIONS OF UOB BIOMETRIC ACCESS SERVICES

1. These terms and conditions (the "**Terms**") apply to your use of UOB unique biometric identifier login services (the "**UOB Biometric Access Services**") provided by United Overseas Bank (Vietnam) Limited ("**UOB**").

You acknowledge that UOB Biometric Access Services are required to make conditional online payment transactions in accordance with relevant provisions of laws and therefore, you may not process such transaction if you do not accept these Terms. In such case, please stop accessing and using the UOB Biometric Access Services.

2. These Terms supplement and are to be read together with the Terms and Conditions Governing UOB TMRW and Personal Internet Banking. In the event of any conflict or inconsistency, these Terms shall prevail over the Terms and Conditions of UOB TMRW and Personal Internet Banking in relation to any matter concerning the UOB Biometric Access Services to the extent of such conflict or inconsistency.
3. By way of accepting these Terms, you acknowledge and agree that you have read, understood and accept to our Privacy Notice.
4. UOB Biometric Access Services are services provided by UOB where you may use your fingerprint, facial scan, or other unique biometric identifiers (collectively referred to as the "**Unique Biometric Identifier**") as we may, in our sole discretion from time to time and to extent of the relevant provisions of laws, prescribe as (i) an acceptable method of identification installed and enabled in your mobile device(s) and/or (ii) an alternative to log in to the UOB TMRW application (the "**UOB TMRW VN App**") with your registered username and password with us.

For the sake of clarity, the Unique Biometric Identifier is your unique biometric identifier stored in your mobile devices:

5. UOB Biometric Access Services are parts of the UOB TMRW VN App and available for customers using the equipment as follows:
 - 5.1 "**iOS Devices**" includes Apple iPhones with a minimum iOS operating system capable of installing the UOB TMRW VN App and enabling Touch ID/Face ID/other unique biometric identifiers (operated and developed by Apple Inc.). For clarity, the UOB Biometric Authentication Service may not function if the iOS Device contains applications not authorised by Apple Inc.
 - 5.2 "**Android Devices**" includes devices with a minimum Android operating system capable of installing the UOB TMRW VN App and being enabled with unique biometric identifiers.

The iOS Devices and the Android Devices are collectively referred to as the “**Mobile Devices**” and individually referred to as the “**Mobile Device**”.

6. To use UOB Biometric Access Services, you are required to:
 - 6.1 be a customer of UOB and be a valid user of the UOB Personal Internet Banking and the UOB TMRW VN App;
 - 6.2 have installed the UOB TMRW VN App on your Mobile Device(s);
 - 6.3 register and complete the registration process for UOB Biometric Access Services by way of logging in to the UOB TMRW VN App with your username and password;
 - 6.4 have at least one Unique Biometric Identifier stored/registered in your Mobile Device; and
 - 6.5 agree to and comply with these Terms.

Once your Mobile Device is successfully registered with the UOB Biometric Access Services, you may use any of the Unique Biometric Identifier that is stored/registered in your Mobile Device to access the UOB TMRW VN App on your Mobile Device(s) as an alternative to log in to the UOB TMRW VN App with your registered username and password. Otherwise, you may access the UOB TMRW VN App by using your UOB Personal Internet Banking and/or UOB TMRW VN App registered username and password.

7. By enabling the UOB Biometric Access Services on the UOB TMRW VN App, you understand the need to protect your Mobile Device and shall be responsible for all use of your Mobile Device (whether authorised by you or otherwise) to access all services on UOB TMRW VN App, as stated in Terms And Conditions Governing UOB TMRW VN App and Personal Internet Banking.

For your information, you may access and review your account balance by way of the Unique Biometric Identifier registered in your Mobile Device once your Mobile Device is successfully registered with the UOB Biometric Access Services.

8. You acknowledge, undertake and agree that:
 - 8.1 you shall not allow any the Unique Biometric Identifier of anyone other than yourself to be registered in your Mobile Device in order to access the UOB TMRW VN App;
 - 8.2 any person who have registered their Unique Biometric Identifier in your Mobile Device is able to access your banking account via the UOB TMRW VN App;
 - 8.3 you shall follow the authentication process which is the Unique Biometric Identifier authentication performed by the UOB TMRW VN App by way of interfacing with the Unique Biometric Identifier authentication module on your Mobile Device; and
 - 8.4 you shall have at least one Unique Biometric Identifier registered in your Mobile Device.
9. You can deactivate the UOB Biometric Access Services at any time by using the navigation menu of the UOB TMRW VN App once you are signed in to the UOB TMRW VN App.

10. You acknowledge and agree that UOB makes no guarantee, representation, warranty or undertaking of any kind, whether express or implied, statutory or otherwise, relating to or arising from your use of the UOB Biometric Access Services or the UOB TMRW VN App, including but not limited to:
 - 10.1 whether the UOB Biometric Access Services or the UOB TMRW VN App will meet your requirements; and/or
 - 10.2 whether the UOB Biometric Access Services or the UOB TMRW VN App will always be available, accessible or function with any network infrastructure, system or such other services as UOB may offer from time to time.
11. You shall not hold UOB liable for any loss or damage you may suffer in connection with the UOB Biometric Access Services howsoever arising not from UOB's defaults (whether reasonably foreseeable or not), even if UOB have been advised of the possibility of the loss and/or the damage, including without limitation to the losses or damages incur from:
 - 11.1 the ordinary course of provision by UOB and/or your use in relation to the UOB Biometric Access Services or the UOB TMRW VN App;
 - 11.2 any improper or unauthorised access and/or use of your Mobile Device;
 - 11.3 the use in any manner and/or for any purpose by any person at any time of any information or data:
 - a. relating to you;
 - b. being transmitted through your use of the UOB Biometric Access Services and/or the UOB App;
 - c. being obtained through your use of the UOB Biometric Access Services and/or the UOB TMRW VN App;
 - d. to access to the UOB TMRW VN App by way of the UOB Biometric Access Services by anyone other than yourself;
 - e. under any occurrence of any event which UOB are not able to control or avoid by the use of reasonable diligence; and/or
 - f. under any suspension, termination or discontinuance of the UOB Biometric Access Services or the UOB TMRW VN App.
12. You agree to indemnify UOB and keep UOB indemnified against any loss or damage suffered by UOB arising from and in connection with the following:
 - 12.1 your access and use of the UOB Biometric Access Services and/or the UOB TMRW VN App;
 - 12.2 any improper or unauthorised use of the UOB Biometric Access Services or the UOB TMRW VN App by you, or any improper use of your Mobile Device (whether authorised by you or otherwise);
 - 12.3 any act or omission by any third party (including a relevant mobile or internet service provider);
 - 12.4 any delay or failure in any transmission, despatch or communication facilities, or any breach by you of these Terms.

13. To the maximum extent permitted by laws, liability of UOB to you arising from or in respect of your use of the UOB Biometric Access Services or the UOB TMRW VN App, whether in contract, tort (including negligence or breach of statutory duty) or otherwise for any and all losses, damages or liabilities caused or arising from or in relation to our provision of the UOB Biometric Access Services or the UOB TMRW VN App shall not exceed fees and charges received by UOB from you in respect of your use of the UOB Biometric Access Services or the UOB TMRW VN App.
14. If any of these Terms is invalid, unlawful or unenforceable under the laws, it shall not affect or impair the validity, legality or enforceability of the rest of these Terms and/or these Terms under the laws.
15. Any failure or delay by UOB in exercising or enforcing any right which UOB has under these Terms does not operate as a waiver of and does not prejudice or affect UOB's right subsequently to act strictly in accordance with UOB's rights.
16. In the event that UOB are unable to observe or perform any of these Terms due to or caused by events beyond the control of UOB or events which UOB cannot reasonably be expected to prevent or avoid, UOB shall be excused from performing these Terms for the duration of the disabling event. UOB shall not be liable for any delay, loss, damage or inconvenience caused or arising from or in connection with the disabling events. Examples of such events include but not limited to equipment, system or transmission link malfunction or failure, fire, flood, explosion, acts of elements, acts of God, acts of terrorism, wars, accidents, epidemics, strikes, lockouts, power blackouts or failures, labour disputes or acts, demands or requirements of governments.
17. These Terms are governed by and interpreted according to the laws of Vietnam. You agree to irrevocably submit to the exclusive jurisdiction of the courts of Vietnam which means that legal proceedings against UOB can only be brought in the courts of Vietnam.