

UOB AGENTS TERMS AND CONDITIONS

Important - please read these terms and conditions carefully before using the Application (as defined below). By using the Services (as defined below), you agree that you have read, understood, accepted and agreed with the Terms and Conditions (as defined below). If you do not agree with or fall within the Terms and Conditions of the Services and wish to discontinue using the Services, please do not continue using this Application or Services.

The terms and conditions stated herein (collectively, the "Terms and Conditions") constitute a legal agreement between you and **United Overseas Bank Limited – Hochiminh City Branch** (the "Bank"). In order to use the Services you shall agree with the Terms and Conditions that are set out below. By using the mobile application supplied to you by the Bank (the "Application"), and downloading, installing or using any associated software supplied by the Bank (the "Software") which overall purpose is to enable persons seeking services to mortgage services and inquiries, referral fees reporting, as well as any further features to be added in the future, you hereby expressly acknowledge and agree to be bound by the Terms and Conditions, and any future amendments and additions to this Terms and Conditions as published from time to time through the Application.

The Bank reserves the right to modify, vary or change the Terms and Conditions or its policies relating to the Services at any time as it deems fit. Such modifications, variations or changes to the Terms and Conditions and the policies relating to the Services may be made by displaying a notice thereof on the Bank's website and shall be effective from the date as specified in the notice. You agrees that it shall be your responsibility to review this Terms and Conditions regularly whereupon the continued use of the Services after the effectiveness of such changes, whether or not reviewed by you, shall constitute your consent and acceptance to such changes.

1. GENERAL MATTERS

- 1.1. United Overseas Bank Limited, Hochiminh City Branch is a foreign bank branch established and licensed under the laws of the Socialist Republic of Vietnam ("**Bank**" or "**we**", "**us**", or "**our**").
- 1.2. The Application is a mobile software application that serves as a mean to inform sales leads or referrals and any other services related to [Mortgage & Secured



Loan] activities through applications as provided by the Bank. The types of services that may be requested via the Application are:

- a. [Mortgage application request or referrals notifications request & instant pick-up service;]
- b. [Commissions information;]
- c. Any other services that the Bank may add from time to time.
(collectively referred to as the "**Services**")

1.3. The Application allows you to send a request for a Service to active sales team in Mortgage Division of the Bank (the "Sales Team"). The Bank has sole and complete discretion to accept or reject each of your requests for the Services. The Bank also has sole and complete discretion whether to use the Application to receive the sales leads generated through the Application. If the Bank accepts your request, the Application shall notify you and provide information to the Sales Team. The Application also allows you to view the commission payment progress towards the pick-up point, in real time.

1.4. The Bank will make every reasonable effort to bring you into contact with the Sales Team in order to obtain the Services, subject to the availability of the Sales Team in or around your location at the time of making your request for the Services.

For the avoidance of doubt, the Bank is a foreign bank branch providing financial and banking services, not transportation or courier service provider and the Bank does not provide transportation or courier services. The Application is simply a mean to ease the search of the Services. It is up to you whether to accept their offers of Services.

2. REPRESENTATION AND WARRANTIES

By using the Services, you represent, warrant, undertake and agree that:

- 2.1. you have the right, authority and capacity to use the Services and to abide by the Terms and Conditions. You represent and warrant that you are a marketing person at the Property Agency legally and entitled to enter into a binding agreement under the laws of Vietnam. If you are registering on behalf of a legal entity, you are authorized to enter into, and bind the entity to, the Terms and Conditions and register for the Services and the Application. You shall not



authorize others to use your identity or user status, and you shall not assign or otherwise transfer your user account to any other person or entity.

- 2.2. all the information which you provides shall be true and accurate and if and when there is any change in such information, you shall immediately notify the Bank.
- 2.3. your use of the Services is for you as agent who listed at Property Agency.
- 2.4. you can only access the Services using authorized and legal means. It is your responsibility to check and ensure that you download the correct Software for your device. The Bank is not liable if you does not have a compatible handset or if you have downloaded the wrong version of the Software for your handset. The Bank reserves the right to terminate this Agreement should you be using the Services with an incompatible or unauthorized device or for purposes other than which the Application or Software is intended to be used.
- 2.5. you can only have 1 (one) UOB Agents account.
- 2.6. you shall use the Application only for its intended use to obtain the Services. You shall not abuse or use the Application for fraudulent purposes or to cause any inconvenience to others.
- 2.7. you have received approval from every third party (prospect Agent) regarding any information before you provides such information to the Bank.
- 2.8. you shall inform us if you no longer has control of your account, for us to cancel your account accordingly. You are responsible for the use of your account and may be held liable even if it is abused by another person.
- 2.9. you shall treat the Sales Team with respect and shall not engage in any unlawful, threatening or harassing behavior or activities whilst using their services

3. USE OF THE APPLICATION

- 3.1. You can only use the Application once you have signed up with it. Upon successfully signing up, the Application will provide you with a personal account that can be accessed with a password you choose. You shall keep your account password and any identification provided by the Bank confidential. In the event of any disclosure of the account password, howsoever, which causes any illegitimate or unauthorized uses of your account or identity, orders generated



from the illegitimate or unauthorized uses will still be deemed valid request, unless you notifies us on such matter.

- 3.2. You shall not harm, tweak or modify the Application and/or the Website or attempt to harm, tweak or modify it in anyway whatsoever. The Bank is not liable if you do not have a compatible device or if you have downloaded the wrong version of the Application to your device. The Bank reserves the right to prohibit you from further using the Application should you use the Application with an incompatible or unauthorized device or for purposes other than those for which the Application is intended to be used. You undertake that you will only use an access point you are authorized to use.
- 3.3. You can only make a request for the Services that are available in the Application.
- 3.4. Your use of the Application shall also be subject to our Privacy Policy as may be amended from time to time. By using the Application, you also give your consent as required under our Privacy Policy.
- 3.5. The Application may not be used to find Services, other than to request assistance on your referrals as regulated in this Terms and Conditions.
- 3.6. The Sales Team has the right to decline your requests if in his/her personal judgment, the requests do not comply with the Terms and Conditions and the Privacy Policy of the Bank.
- 3.7. The Bank may, in our sole discretion, provide promotions that may be redeemed for benefits related to the use of the Application. You agree that you will only use such promotions for their intended use and will not abuse, duplicate, sell or transfer the promotions in any manner.
- 3.8. The download and/or use of the Application is free of charge. Nonetheless, the Bank may impose fees for the download and/or use of the Application from time to time. The Bank shall inform you about such change in order for you to decide whether you wish to continue using the Application. However, the internet connection required for using the Services, and any associated charges (e.g. mobile data expenses) incurred by your use of the Services are at your exclusive responsibility and made solely at your expenses.



3.9. The Application may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications including the device used by you or the service provider being faulty, not connected, out of range, switched off or not functioning. The Bank is not responsible for any delays, delivery failures, damages or losses resulting from such problems.

4. LICENSE GRANT & RESTRICTIONS

4.1. We and our licensors, where applicable, hereby grants you a revocable, non-exclusive, non-transferable, non-assignable, personal, limited license to use the Application and/or the Software, solely for your own personal purpose, subject to the this Terms and Conditions. All rights not expressly granted to you are reserved by the Bank and our licensors.

4.2. You shall not:

- (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Application and/or the Software in any way;
- (ii) modify or make derivative works based on the Application and/or the Software;
- (iii) create internet "links" to the Application or "frame" or "mirror" any Software on any other server or wireless or internet-based device;
- (iv) reverse engineer or access the Software in order to
 - a) build a competitive product or service,
 - b) build a product using similar ideas, features, functions or graphics of the Application and/or the Software, or
 - c) copy any ideas, features, functions or graphics of the Application and/or the Software;
- (v) launch an automated program or script, including, but not limited to, web spiders, web crawlers, web robots, web ants, web indexers, bots, viruses or worms, or any program which may make multiple server requests per second, or unduly burdens or hinders the operation and/or performance of the Application and/or the Software;
- (vi) use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine", or in any way



reproduce or circumvent the navigational structure or presentation of the Services or its contents;

- (vii) post, distribute or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior consent of the owner of such proprietary rights;
- (viii) remove any copyright, trademark or other proprietary rights notices contained in the Services.

You may use the Software and/or the Application only for your personal, purposes and shall not use the Software and/or the Application to:

- (i) send spam or otherwise duplicative or unsolicited messages;
- (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including but not limited to materials harmful to children or violate of third party privacy rights;
- (iii) send material containing software viruses, worms, trojan horses or other harmful computer code, files, scripts, agents or programs;
- (iv) interfere with or disrupt the integrity or performance of the Software and/or the Application or the data contained therein;
- (v) attempt to gain unauthorized access to the Software and/or the Application or its related systems or networks;
- (vi) impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity
- (vii) abstain from any conduct that could possibly damage the Bank's reputation or amount to being disreputable;
- (viii) implement any action which violates laws and regulations.

5. CONFIDENTIALITY

You shall maintain in confidence all information and data relating to the Bank, its services, products, business affairs, marketing and promotion plans or other operations and its associated companies which are disclosed to you by or on behalf of the Bank (whether orally or in writing) or which are otherwise directly or indirectly acquired by you from the Bank, or any of its affiliated companies, or created in the course of using the Application and/or the Software. You shall further ensure that you only use such confidential information in order to perform the Services, and shall not without the Bank's prior written consent, disclose such information to any third-party nor use it for any other purpose. You shall only disclose such



information to your officers, employees and agents as need to know it to fulfil its obligations under this Terms and Conditions.

6. PERSONAL DATA PROTECTION

- 6.1. You agree that the Bank can use and process your Personal Data for the Purposes and in the manner as identified hereunder.
- 6.2. For the purposes of this Agreement, "**Personal Data**" means information about you, from which you are identifiable, including but not limited to your name, identification card number, birth certificate number, passport number, nationality, address, telephone number, credit or debit card details, race, gender, date of birth, email address, any information about you which you have provided to the Bank in registration forms, application forms or any other similar forms and/or any information about you that has been or may be collected, stored, used and processed by the Bank from time to time and includes sensitive personal data such as data relating to health, religious or other similar beliefs.
- 6.3. The provision of your Personal Data is voluntary. However, if you do not provide the Bank with your Personal Data, your request for the Application may be incomplete and the Bank will not be able to process your Personal Data for the Purposes outlined below and may cause the Bank to be unable to allow you to use the Services.
- 6.4. The Bank may use and process your Personal Data for business and activities of the Bank which shall include, without limitation the following ("**the Purposes**"):
 - (i) To perform the Bank's obligations in respect of any contract entered into with you;
 - (ii) To provide you with any services pursuant to the Terms and Conditions herein;
 - (iii) To process your participation in any events, promotions, activities, focus groups, research studies, contests, promotions, polls, surveys or any productions and to communicate with you regarding your attendance thereto;
 - (iv) Process, manage or verify your application for the Services pursuant to the Terms and Conditions herein;



- (v) To validate and/or process payments pursuant to the Terms and Conditions herein;
 - (vi) To develop, enhance and provide what is required pursuant to the Terms and Conditions herein to meet your needs;
 - (vii) To process any refunds, rebates and/or charges pursuant to the Terms and Conditions herein;
 - (viii) To facilitate or enable any checks as may be required pursuant to the Terms and Conditions herein;
 - (ix) To respond to questions, comments and feedback from you;
 - (x) To communicate with you for any of the purposes listed herein;
 - (xi) For internal administrative purposes, such as auditing, data analysis, database records;
 - (xii) For purposes of detection, prevention and prosecution of crime;
 - (xiii) For the Bank to comply with its obligations under applicable law;
 - (xiv) To send you alerts, newsletters, updates, mailers, promotional materials, special privileges, festive greetings from the Bank, its partners, advertisers and/or sponsors;
 - (xv) To notify and invite you to events or activities organised by the Bank, its partners, advertisers, and/or sponsors;
 - (xvi) To share your Personal Data amongst the companies within the Bank's group of companies comprising the subsidiaries, associate companies and/or jointly controlled entities of the holding Bank of the group ("the Group") and with the Bank's and Group's agents, third party providers, developers, advertisers, partners, event companies or sponsors who may communicate with you for any reasons whatsoever;
 - (xvii) for purposes which are reasonably related to the aforesaid.
- 6.5. If you do not consent to the Bank processing your Personal Data for any of the Purposes, you shall notify the Bank using the support contact details as provided in the Application.
- 6.6. If any of the Personal Data that you have provided to us changes, you shall update your details by sending your request to the support contact details as provided in the Application. The Bank will, to the best of our abilities, effect such changes as requested within fourteen (14) working days of receipt of such notice of change.



- 6.7. By submitting your Personal Data, you consent to the use of that Personal Data as set out in the form of submission and in this Terms and Conditions.
- 6.8. By agreeing to this Terms and Conditions upon using the Services, you agree that you shall comply with the Terms and Conditions.

7. DISCLAIMER OF WARRANTIES

The Bank makes no representation, warranty, or guarantee as to the reliability, timeliness, quality, suitability, availability, accuracy or completeness of the Services, Application and/or the Software. The Bank does not represent or warrant, unless otherwise required by law, that

- (i) the use of the Services, Application and/or the Software will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data;
- (ii) the Services will meet your requirements or expectations;
- (iii) any stored data will be accurate or reliable;
- (iv) the quality of any products, services, information, or other materials purchased or obtained by you through the Application will meet your requirements or expectations;
- (v) errors or defects in the Application and/or the Software will be corrected,
- (vi) the Application or the server(s) that make the Application available are free of viruses or other harmful components; or
- (vii) the Application and/or the Software tracks you or the vehicle used by the transportation provider. The Services are provided to you strictly on an "as is" basis. All conditions, representations and warranties, whether express, implied, statutory or otherwise, including, without limitation, any implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third party rights, are hereby excluded and disclaimed to the highest and maximum extent.

8. INTERNET DELAYS

The Services, Application and/or the Software may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications including the device used by you being faulty, not connected, out of range, switched off or not



functioning. The Bank is not responsible for any delays, delivery failures, damages or losses resulting from such problems.

9. LIMITATION OF LIABILITY

To the greatest extent permitted by law, the Bank and/or its licensors shall not be liable for any loss, damage or injury which may be incurred by or caused to you or to any person, including but not limited to loss, damage or injury arising out of, or in any way connected with the Services, Application and/or the Software, including but not limited to the use or inability to use the Services, Application and/or the Software, any reliance placed by you on the completeness, accuracy or existence of any advertising, or as a result of any relationship or transaction between you and any third party provider, advertiser or sponsor whose advertising appears on the website or is referred to by the Services, Application and/or the Software, even if the Bank and/or its licensors have been previously advised of the possibility of such damages.

10. NOTICE

The Bank may give notice by means of a general notice on the Application, electronic mail to your email address in the record of the Bank, or by written communication sent by registered mail or pre-paid post to your address in the record of the Bank. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by registered mail or pre-paid post) or 1 hour after sending (if sent by email). You may give notice to the Bank (such notice shall be deemed given when received by the Bank) by letter sent by courier or registered mail to the Bank using the contact details as provided in the Application.

11. ASSIGNMENT

The Terms and Conditions as modified from time to time may not be assigned by you without the prior written approval of the Bank but may be assigned without your consent by the Bank. Any purported assignment by you in violation of this section shall be void.

12. OTHERS

- 12.1. This Terms and Conditions shall be governed by the laws of Vietnam, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with



the Terms and Conditions or the Services shall be submitted to the jurisdiction of the courts of Vietnam.

- 12.2. No joint venture, partnership, employment, or agency relationship exists between you, the Bank or any third party provider as a result of the Terms and Conditions or use of the Services. If any provision of the Terms and Conditions is held to be invalid or unenforceable, such provision shall be omitted and the remaining provisions shall be enforced to the fullest extent under law. This shall, without limitation, also apply to the applicable law and jurisdiction as stipulated above. The failure of the Bank to enforce any right or provision in the Terms and Conditions shall not constitute a waiver of such right or provision unless acknowledged and agreed to by the Bank in writing. The Terms and Conditions comprises the entire agreement between you and the Bank and supersedes all prior or contemporaneous negotiations or discussions, whether written or oral (if any) between the parties regarding the subject matter contained herein.
- 12.3. You hereby agree that the Bank may terminate the Services at any time by giving three (3) days prior notice to you without assigning any reasons. Notwithstanding the generality of the provisions stipulated in this Terms and Conditions or anything to the contrary, the Bank is entitled to terminate the Services immediately in the event that you are found to be in breach of any of the terms stipulated in this Terms and Conditions. For the avoidance of doubt, the termination of this Terms and Conditions shall not require the Bank to compensate, reimburse or cover any cost incurred by you, including but not limited to the credit reserved with the Bank or any other monies paid to the Bank in the course of performing your obligations under this Terms and Conditions.