

TERMS AND CONDITIONS ON OPENING AND USING TIMO SPEND ACCOUNT

Contents of these Terms and conditions for opening and using Timo Spend account, Terms and conditions for registration and use of Timo digital banking service together with the Registration Form signed by the customer or the Agreement signed by the customer confirmed consent to form a complete **Contract for opening and using Timo Spend account ("Contract")** between Viet Capital Commercial Joint Stock Bank and the Customer.

By choosing to use the Service, Viet Capital Bank, and the Customer commit to comply with the following terms and conditions:

Article 1. Interpretation of terms

1. **BVBank/Viet Capital Bank/The Bank:** is Viet Capital Commercial Joint Stock Bank, which is understood to include Business Center, Branches, affiliated Transaction Offices, Special Transaction Offices, and other channels of Viet Capital Commercial Joint Stock Bank.
2. **Timo/Timo Digital Bank (Timo by BVBank):** is an e-banking service of BVBank, allowing customers to register and use online banking products and services via Internet connection, including Timo App and/or web browser (<https://my.Timo.vn/>).
3. **Customer:** is an individual customer of Timo Digital Bank who meets the terms and conditions of registering for Digital Banking services.
4. **Account/Spend account:** is a Timo spend account opened by an individual at BVBank for the purpose of performing payment transactions through BVBank by means of payment.
5. **e-Timo spend account/Timo online spend account:** is a Timo Spend account opened by an individual customer electronically and identified online via the Timo application.
6. **Service:** are services related to Spend account provided by BVBank to Customer.
7. **Account documents:** include: Confirmation of account statement with stamp, Confirmation of account balance with stamp, Confirmation of credit card account statement with stamp, Confirmation of money transfer transaction with stamp, Confirmation of account existence with stamp, Confirmation of cardholder/account holder with stamp, Confirmation of credit card information with stamp, Credit note, Debit note, and some other documents according to regulations of the Law.
8. **Terms and Conditions for opening and using Timo Spend account /Terms and Conditions/T&C:** are the stable terms published by BVBank from time to time for general application to individual customers opening and using Timo Spend account, e-Timo Spend account at BVBank. These terms and conditions are publicly announced by BVBank and/or Timo Digital Bank in accordance with the law.
9. **Timo Application/the Application/Timo App:** is Timo Digital Bank's application, available on smartphones or web browsers.
10. **BVBank's website exclusively for customer of Timo Digital Bank:** is website <https://timo.vn/> or other website notified by BVBank from time to time. Other capitalized terms not construed in these Terms and Conditions shall be construed and interpreted in accordance with the corresponding contents in the Registration Form, products, and services that the Customer participates in on the basis of ensuring compliance with relevant provisions of law.
11. **Beneficial Owner:** is one of the following:
 - a) For individual customers:
 - (i) In case customers open an account: The account holder, co-account holder or any person who governs the operation of the account or benefits from it.
 - (ii) Where customers establish relationships: the individual establishes the relationship and reality governs that relationship.

- b) For customers who are organizations:
 - (i) The individual holds directly or indirectly 25% or more of the charter capital of such entity; private business owners; another individual dominates and controls that entity.
 - (ii) The legal representative of the organization in case the individual cannot be identified as prescribed at Point b.i this Clause, except for the case of individuals representing state capital in organizations;
 - (iii) Individuals are announced in case the organization is an enterprise listed on domestic and foreign stock exchanges, and information about the Beneficial Owner of the organization has been published.
 - c) For legal agreements: trustors, trustees, beneficiaries, related parties (if any), individuals with ultimate control over the trust.
 - d) For life insurance policies, the individual is actually the beneficiary of the insured's benefits in the life insurance policy.
- 12. Spend 01 Account:** is the customer's VND spend account opened at BVBank to use Timo Digital Bank products and services.
- 13. Spend 02 Account:** is the customer's VND spend account opened at BVBank at the request of the customer (after having Spend 01 Account).
- 14. Money Pot/Pot:** is an extension features on the Timo App, allowing customers to divide the deposit balance on the Spend 02 Account into one (or more) Money Pots, to serve the purpose of managing customers' personal spending and finance.
- 15. "Create Money Pot linked to Spend 02 Account" feature:** is an extension feature on Timo App, allowing customers to register (create), use one (or more) Money Pot for the purpose of managing customers' personal spending and finance. These Money Pots are linked to the Spend 02 Account and the total balance of Money Pots is equal to the Spend 02 account balance.
- 16. "Share Pot" feature:** is an extension feature on Timo App, allowing customers who own at least one active Money Pot to authorize the use of part or all Spend 02 account (Share Pot) for one (or more) other individuals according to specific conditions prescribed by BVBank from time to time.
- 17. Registration and Authorization Form:** is a document established electronically between the Money Pot Owner and the Money Pot Member to stipulate the conditions for using Money Pot during using "Share Pot" feature.
- 18. Termination of Authorization Form:** is a document established electronically by the Money Pot Owner or Money Pot Member to terminate the authorization to use Money Pot.
- 19. Money Pot Owner/Owner:** is an individual customer with an active Spend 02 account on Timo App and a manager and shares with other individuals using Money Pot according to specific conditions prescribed in each period.
- 20. Money Pot Member/Member:** is an individual customer with an active Spend 01 account on the Timo App selected by the Money Pot Owner to share using one or more Money Pots.

Article 2. Customer opening e-Timo spend account:

1. Applicable customers

Being a Vietnamese citizen, residing in Vietnam, at least 18 years old with full civil act capacity in accordance with the provisions of Vietnamese law.

2. Unapplicable customers

e-Timo spend account opening service shall not be provided to individuals in one of the following cases:

- a) People with difficulties in cognition and behavior control; or other entities with another mechanism (guardianship) of other beneficial owners or entering into other legal agreements (authorization, co-owner);

- b) Customer already has customer code information at the time of registration to open an online account.
- c) Individual customers are foreigners or Customers bear one of the United States identification marks (under the FATCA Act) set forth in Article 10 of these Terms and Conditions.

Article 3. Rights and obligations of the Customer

1. Rights of the Customer

- a) Use the spend account to perform cash payment transactions, legitimate and valid payment orders within the transaction limit prescribed by BVBank from time to time in case the Customer opens an e-Timo online account and can perform additional cash withdrawal transactions for customers who have successfully upgraded the service package from e-Timo to Full-Timo.
- b) All conditions are created by BVBank to use the account effectively and safely.
- c) Request to provide information about payment transactions and account balances.
- d) Request BVbank to close, temporarily lock or change the method of using the spend account when necessary, on the basis of compliance with relevant laws and regulations of BVBank.
- e) Choose to use the payment means, services and payment facilities provided by BVBank in accordance with the requirements, capabilities, and provisions of the law.
- f) Change the method of using the account according to the agreement with BVBank.
- g) BVBank ensures the safety of the balance on the account, the confidentiality of transactions and information related to the account in accordance with the law and these Terms and Conditions.
- h) Participate in preferential programs for Customers opening a spend account in accordance with the BVBank's regulations.
- i) Enjoy interest on the amount on the account at the rate applicable to each type of account in accordance with BVBank's regulations published on BVBank's website exclusively for Timo Digital Bank's customers, at any transaction point and through other means of BVBank.
- j) Other rights under these Terms and Conditions and as required by law.

2. Obligations of the Customer

- a) Ensure the minimum balance, the balance allowed to be used on the account to make payment orders and pay fees according to BVBank's regulations is published on BVBank's official website and/or BVBank's website exclusively for Timo Digital Bank, at any transaction point and/or through other means of BVBank.
- b) Comply with BVBank's instructions on making payment orders, using payment means, performing payment transactions through accounts, using, circulating, and storing transaction documents, ensuring payment measures in accordance with the provisions of the Law.
- c) Provide complete, legal, accurate information that matches the application file for opening a bank account in payment transactions. Take all responsibility for errors or acts of abuse or fraud when using payment services through the account due to the Account holder's fault.
- d) Ensure that the legal documents in the account opening registration information are still valid in accordance with the law.
- e) Immediately coordinate with BVBank to handle errors and mistakes that happen to its accounts.
- f) Be responsible for taking measures to ensure compatibility, safety and security of the login code, password, one-time password and other identifiers registered by the Customer and/or issued by BVBank and must take reasonable measures to prevent unauthorized use of the above confidential information. The Customer shall bear all risks (if any) arising from Customer information being disclosed, stolen, taken advantage of for any reason.

- g) Be responsible for ensuring that the Customer's phone number registered to open an online spend account must be an active subscriber and that the customer has full ownership, legal and valid rights to own, access, and use this phone number.
- h) Agree to apply and follow electronic transaction methods that BVBank deploys exclusively for Timo Digital Bank from time to time. Accordingly, the Customer ensures to fully comply with information security regulations and processes, and to ensure safety when performing banking transactions by electronic methods. At the same time, it is also agreed that there will be certain risks and damages that may occur during the implementation and use of banking services by electronic methods including but not limited to discontinuity, interruptions, problems with transmission lines, electricity, networks, equipment, viruses, hacker attacks, or frauds, other risks...and the Customer accepts such risks and damages.
- i) Promptly notify BVBank when detecting errors or mistakes in its account or suspecting that its account has been misused. Notices, complaints, trace requests related to the account and account transactions must be made by the Customer within the time limit specified in Article 9 of these Terms and Conditions. After this time limit, if the Customer fails to notify BVBank, the Customer is solely responsible for any damage arising and agrees to accept all possible consequences.
- j) The Customer commits to return to BVBank the amount that BVBank has mistakenly credited to the customer's account or within 05 working days from the date of notification from BVBank that the customer cannot prove its ownership for that amount.
- k) Not to lease, lend the account, not to use the account for payment transactions for the money that has evidence of illegal origin.
- l) The account holder is obliged to provide all information and documents when requested by BVBank.
- m) Provide fully, clearly, and accurately relevant information on opening and using spend account as well as other information at the request of BVBank from time to time. Timely notify and send to Timo Digital Bank the relevant documents when there are changes in registered information when requesting to use the service or in the process of using the service. In case of failure to notify, if there is a risk or loss, the Customer must be fully responsible for any errors or acts of abuse or fraud when using the service due to its fault or failure to provide correctly, completely, accurately, and timely information changes; undertake to bear all risks including financial losses, costs incurred due to incorrect or inconsistent information.
- n) It is not allowed to use the account to conduct transactions for the purposes of money laundering, terrorist financing, fraud and other violations of the law. Be responsible before BVBank and the law for the acts of money laundering, fraudulent terrorist financing, forgery and other illegal acts of the Customer.
- o) Fully aware and committed to bear the risk in case the payment and money transfer transactions of the Customer are confiscated, sealed or suspended transactions by any organization or competent authority in any country or any international organization (due to factors related to embargo/sanctions, crime, terrorism, terrorist financing, money laundering, subjects subject to court orders, authorities at foreign countries or other reasons as notified by the above agency/organization).
- p) Register for sample signatures to be used on transaction documents made at the Timo Digital Bank's customer service locations.
- q) Pay BVBank for fees related to opening and using accounts, managing accounts, issuing debit cards, and using e-banking services in accordance with regulations of BVBank from time to time in accordance with the provisions of law. The fee schedule will be publicly announced by BVBank on BVBank's official website and/or BVBank's website exclusively for Timo Digital Bank, Timo Digital Bank's transaction points, Timo Application and other means deployed by Timo Digital Bank from time to time.
- r) Be responsible for errors or acts of abuse or fraud when using payment services through accounts due to its own fault.
- s) Take responsibility before law for the accuracy and truthfulness of the information and payment documents

provided by it. BVBank has the right based on the accuracy of information and documents provided by the Customer to open an Account and provide Products and Services to the Customer and BVBank is not obliged to verify such information and document.

- t) Protect the secrets of account information and transactions of individuals under its management to ensure safety and security in payment transactions; promptly notify BVBank when detecting errors, mistakes in payment transactions or suspecting that transaction information has been misused.
- u) Comply with the terms and conditions in these Terms and Conditions and other provisions of law related to the opening and use of Spend account. account
- v) Other obligations under these Terms and Conditions and as required by law.

3. Irrevocable transaction

- a) The Customer cannot cancel, change, deny, repudiate any Transaction that has been successfully executed (ie from the time the data has been entered into BVBank's processing system). In case the Customer wants to cancel his/her request to perform a Transaction, BVBank has the right (but is not obligated) to consider it with the following conditions:
 - Request for canceling the transaction is sent to BVBank immediately after the customer performs the transaction; and
 - BVBank has not recorded and/or processed the transaction on its system at the request of the Customer; and
 - The cancellation of the transaction does not affect the interests of BVBank as well as the rights and interests of any other third party.
- b) Any transaction that has been successfully performed will be considered by BVBank as valid and irrevocable and the Customer commits to take full responsibility and obligation to BVBank for such transaction.

Article 4. Rights and obligations of BVBank

1. Rights of BVBank

- a) BVBank is exempt from all losses and damages incurred by the Customer in the event that BVBank provides the service through the contact information registered by the Customer, but these communications are no longer used by the Customer and/or no longer exist, but the Customer does not register changes with BVBank or for any reason, the Customer does not receive the service from BVBank.
 - Refuse to perform transactions in accordance with the laws and regulations of BVBank from time to time.
- b) Be automatically deducted from Customer's account in the following cases:
 - Due and overdue debts, interests and other valid expenses incurred in the process of account management and provision of payment services as prescribed.
 - Payment obligations under the decision of a competent State agency to force the Account Holder to make payment.
 - Detect wrongly credited to the Customer's account.
 - Transfer to the Paying Bank in case the Customer cannot prove the lawful ownership of the amount credited within 05 working days from the date of notice of BVBank.
 - Other cases as agreed between the Customer and BVBank.
- c) Have the right to refuse to execute payment orders of customer in the following cases:
 - The customer fails to fulfill the requirements on payment procedures, the payment order is invalid, does

not match the registered information or is inconsistent with the agreements between BVBank and the customer.

- The customer does not have enough allowed balance or exceed overdraft limit to ensure the execution of payment orders.
 - When there is a written request from a competent State agency or there is evidence of a payment transaction aimed at money laundering or terrorist financing in accordance with the law on anti-money laundering;
 - The account is temporarily locked, blocked in whole or the account is being closed, the account is temporarily locked or partially blocked but the part that is not temporarily locked or blocked does not have enough balance (except for the case of overdraft) or exceed the overdraft limit to execute payment orders.
- d) In case of detecting that the account user violates agreements with BVBank, shows signs of violating the law, BVBank has the right to refuse to comply with the customer's request to use payment services, object and immediately notify the competent authority for consideration and handling.
- e) Temporarily lock, block, hold, handle money in the account and/or close, convert or settle the customer's account balance according to regulations of BVBank or at the request of a competent state agency or in accordance with the law.
- f) Be prescribed safety measures in payment services depending on the requirements and characteristics of BVBank's operations and published on BVBank's official website and/or BVBank's website exclusively for Timo Digital Bank, at any point of sale or through other means of BVBank.
- g) Request customers to provide relevant information when performing payment services as prescribed.
- h) Penalize customers for violating the regulations on using the agreed or existing accounts.
- i) Other rights under these Terms and Conditions and as required by law.
- j) BVBank is exempt from liability:
- In the event of damage arising through no fault of BVBank, including but not limited to:
 - ✓ Handling system, communication system, electricity malfunction.
 - ✓ Errors caused by third parties providing services beyond the control of BVBank; or
 - ✓ For the reason to ensure safety and limit risks for the Customer, BVBank fails to perform or delay in implementing the agreements in these Terms and Conditions.
 - Force majeure events occur objectively, unforeseeable, and cannot be remedied even though all necessary and permissible measures have been applied in accordance with the law. - In case the customer complains to the suppliers or
 - In case the Customer enters/selects wrongly, mistakenly, enters incomplete or incorrect information leading to the wrong payment transaction, transfer or the remaining amount in the Customer's account is not enough to make the payment transaction or exceeding the payment limit.

2. Obligations of BVBank

- a) Instruct customers to strictly comply with regulations on account opening documents, transaction documents and relevant regulations on account use.
- b) Fully and promptly fulfill customer's payment orders, customer's account usage requirements in accordance with regulations and agreements between BVBank and the customer.
- c) Control the payment orders of customers, ensure that the prescribed procedures are made, are legal, valid and match the registered elements, fully and timely provide all kinds of necessary payment services, and means to serve the transaction needs of customers.

- d) Perform accounting according to arising economic operations into customer accounts based on legal and valid accounting vouchers received by BVBank, adjust accounting entries that are incorrect or inconsistent with the content of account use as prescribed. In case the remittance currency is different from the currency that the customer is opening an account at BVBank and the customer does not have an agreement that BVBank opens a demand account by itself, BVBank will automatically convert it to the currency the customer is opening account to account to the customer's account at the exchange rate at the time of conversion, the exchange rate published on BVBank's website, at any transaction point and through other means of BVBank and/or Timo Digital Bank.
- e) Provide full account documents as agreed between BVBank and the Account Holder, promptly notify information about the account in accordance with regulations.
- f) Ensure the safety of the balance on the account and keep the information related to the account and transactions on the account confidential in accordance with the law. Information related to the account, transactions on the customer's account will not be provided, shared or disclosed to any other third party, except in the following cases:
 - BVBank is required to disclose information when it considers that disclosure is necessary or appropriate to prevent or detect illegal or suspected illegal transactions.
 - BVBank provides information at the request of the customer or the competent authority in accordance with the law.
 - Any third party (contractors, agents, service providers or affiliates of BVBank) for customer authentication and digital banking services; for the purpose of upgrading and improving systems, products/services to best meet customer requirements.
 - Any person acting on behalf of the customer, the payee, the beneficiary, the designee in connection with the account, the independent auditor, the intermediaries, the confirming bank and the bank agent, clearing house, payment system or clearing system.
 - Any party that benefits or bears risks from or in connection with the customer's account transactions.
 - Other credit institutions, credit information providers or credit management agencies, to request or provide credit information in accordance with the law;
 - Other cases as prescribed by law or agreed by customers.
- g) Ensure the safety of the balance on the account and keep the information related to the account and transactions on the account confidential in accordance with the law.
- h) Publicly post the regulations on opening, using, and managing accounts and related regulations mentioned in these Terms and Conditions on BVBank's official website and/or BVBank's website exclusively for Timo Digital Bank, at transaction points or through other means of BVBank and/or Timo Digital Bank.
- i) Be responsible for damages, violations, and abuses on the customer's account due to BVBank's fault.
- j) BVBank is fully relieved of all liability for withholding any tax payments as required by US tax law.
- k) Be responsible for the confidentiality of customer information, not allowed to transfer customer information to any third party, except at the request of a competent state agency and in accordance with the provisions of these Terms and Conditions.
- l) In case of blockade of spend account, BVBank account shall notify in writing, email or fax or by other methods deployed by BVBank and/or Timo Digital Bank from time to time to the Account holder (or its guardian, legal representative) knows about the reason and scope of the account blockade immediately after the blockade is implemented, preserving and strictly controlling the blocked amount on the account according to the content of the blockade.
- m) Other obligations as prescribed by law.

Article 5. Commitment to use the account for foreign currency transactions

1. The Customer commits that foreign currency remittance transactions to Customer's spend account at BVBank and foreign currency purchase and sale transactions strictly comply with all regulations on foreign exchange management, Anti-money laundering/terrorist financing regulations and relevant provisions of law. In case of violation, the customer is fully responsible before the law.
2. The Customer shall commit to pay all fees related to money transfer service in accordance with BVBank's regulations from time to time.
3. When any foreign currency is transferred to BVBank with the beneficiary account information as Customer's Spend account. The Customer shall agree account to sell the foreign currency to BVBank and request BVBank to credit the entire amount of Vietnam Dong obtained from foreign currency trading transactions with BVBank into the Customer's Timo Spend Account opened at BVBank with the following details:
 - a) The Buyer: Viet Capital Commercial Joint Stock Bank - Timo Digital Bank.
 - b) Transaction date, Payment date: Is the date the Seller has a foreign currency amount transferred to BVBank.
 - c) Transaction type: Spot transaction.
 - d) Transaction currency: VND/Foreign currency.
 - e) Amount of foreign currency: Is the amount of foreign currency to be transferred to BVBank as recorded on each Money Order.
 - f) Exchange rate: As announced by BVBank at the payment date.

Article 6. Account management

1. **Transaction location:**
 - a) The Customer shall make request to change account information and other account service requests at transaction locations of Timo Digital Bank.
 - b) The Customer shall make request to close the account at the transaction locations of BVBank.
2. **Minimum balance:** The account holder must maintain on the account the minimum balance according to BVBank's regulations published on BVBank's official website and/or BVBank's website exclusively for Timo Digital Bank.
3. **Overdraft:** The account holder can use the overdraft limit if there is an overdraft agreement with BVBank. Overdraft limit, overdraft fee and interest and other related matters shall comply with the agreement between the Account Holder and BVBank in accordance with the law and BVBank.
4. **Interest rate:** The balance on the customer's spend account (provided that this balance must be greater than the Minimum balance as prescribed by BVBank) is entitled to demand deposit interest. The interest rate on demand deposits is fixed by BVBank, announced, and publicly listed on BVBank's official website and/or BVBank's website exclusively for the Timo Digital Bank and/or the Timo Application, other means of BVBank from time to time. This interest rate can be adjusted based on market factors and on the principle of not exceeding the maximum interest rate for demand deposits in accordance with regulations of the State Bank from time to time. At the time of interest rate adjustment, BVBank or Timo Digital Bank will send a notice to the Customer by the method specified in these Terms and Conditions. The interest rate applied in cases where the deposit balance on the customer's spend account is temporarily locked, blocked, or deposited for certain purposes shall be implemented in accordance with the regulations of BVBank or the agreement between the BVBank and the Customer (if any).
 - a) **Method of calculating interest on demand deposit:**
 - (i) Interest calculation factor:
 - *Interest calculation period: Is determined from the date BVBank receives the deposit to the end of the*

day immediately preceding the day BVBank fully pays the deposit (calculating the first day, omitting the last day of the interest calculation period). The time to determine the balance to calculate interest is the end of each day in the interest calculation period.

- *Actual balance: Is the balance at the end of the interest calculation day of the deposit balance payable by BVBank to the Customer, which is used to calculate interest as agreed in the Contract.*
- *Number of actual days to maintain the balance: Is the number of days in which the actual balance at the end of each day remains unchanged.*
- *Interest rate is calculated at the rate of %/year (annual interest rate); a year is three hundred and sixty-five days*

(ii) Formula for calculating interest: For each deposit, interest is calculated according to the following formula:

$$\text{Interest amount} = \frac{\Sigma (\text{Actual balance} \times \text{Number of actual days to maintain the balance} \times \text{Interest rate})}{365}$$

365

(iii) For each deposit, in case the period from the time BVBank receives the deposit to the time the customer withdraws the deposit is less than one day, the Parties agree that the interest calculation period and the number of days to maintain the actual balance for interest calculation is determined as 01 (one) day, the actual balance used for interest calculation is the day-end balance within the interest calculation period. To clarify, the Parties agree that in case the Customer deposits and withdraws on the same working day, no interest will be paid to the Customer.

b) Interest rate conversion:

The Parties agree that the interest rate stated in Clause 4 of this Article is equal to the respective annual interest rates according to the interest calculation method using the interest calculation period determined from the day following the date of receipt of the deposit to the end of the day of full payment of the deposit (skip the first day, calculate the last day of the interest calculation period) and the balance for interest calculation is the balance at the beginning of the interest calculation day. For clarification, the conversion of interest rates as prescribed in Point b of this Article is only for the purpose of interest rate transparency and not for calculating interest according to the interest calculation method specified at Point a, Clause 4 of this Article.

5. Account management fees, account transaction fees and other related fees: according to the tariff announced by BVBank from time to time at BVBank's official website and/or BVBank's website exclusively for the Timo Digital Bank, at transaction points of the Timo Digital Bank or other facilities of BVBank or as agreed between BVBank and the customer.

The Customer shall be responsible for paying to BVBank the fees in the Timo's Account Service tariff in accordance with the law, including the following fees:

- a) Fees related to opening and using and managing the Account in accordance with the regulations of BVBank from time to time.
- b) Transaction statement fee: Is the fee to be paid by the Customer when requesting BVBank to issue a statement for the transaction(s).
- c) Account balance confirmation fee: Is the fee that the customer must pay when requesting BVBank to confirm the balance on the spend account.
- d) Other fees are in accordance with the provisions of law and are specified in the Account Service tariff of BVBank.

6. Scheduled transfer settings:

- At the scheduled date according to the frequency specified by the Customer, Timo Digital Bank makes an extract from the account designated by the customer to transfer a fixed amount to the account of the installed recipient.
- Remittance processing time: Timo Digital Bank will process transactions at any time during the recurring transfer day, spend account deducts money to ensure that the balance is sufficient for the set transfer amount and service fees (if any) from time to time.
- Timo Digital Bank stops providing scheduled money transfer services in the following cases:
 - Customers cancel the service before the automatic transfer booking date.
 - account deducts insufficient balance to make automatic transfers.
 - Timo Digital Bank will suspend the provision of services until the account is unlocked.
 - account deducted money closed.
 - On the date of scheduling the transfer, Timo Digital Bank no longer offers a scheduled money transfer service.
- 7. In case Account Service tariff changes, BVBank and/or the Timo Digital Bank will publicly list it on BVBank's official website and/or BVBank's website exclusively for the Timo Digital Bank and/or Timo Application, other facilities of BVBank. The new service fee schedule applies from the date of public announcement.
- 8. Provide account documents: The bank is responsible for providing full account documents on the agreed time and method. The account holder may request to provide unexpected information and pay fees according to the Timo Digital Bank's fee schedule published at BVBank's official website and/or BVBank's website exclusively for the Timo Digital Bank, or at any transaction point and through other means of BVBank.
- 9. When the Account Holder is an individual dies, or is declared missing, or has restricted, or incapacitated civil capacity: the account will be closed, the balance on the account shall be paid at the request of the heir, the legal representative of the account holder, or according to the decision of the Court, or according to the content of the decision of the competent State agency.

Article 7. Extended features on Spend 02 account**2. Feature "Create Money Pot linked to Spend 02 account":****a) Applicable customer and conditions for using feature:**

Being an individual customer who simultaneously satisfies the following conditions:

- Have at least one active Timo spend account open through Timo Digital Bank.
- Have registered use of Timo Digital Bank services.

b) Money Pot registration and usage channels:

Customers can create/suspend the use of Money Pot via Timo App, at transaction counters/units of BVBank's operation network, and other methods implemented by BVBank from time to time.

c) Money Pot creation rules:

- (i) By activating the feature "Create Money Pot linked to Spend 02 account" for the first time, customers confirm their agreement to open more Spend 02 account.
- (ii) Allows customers to create an unlimited number of Money Pots linked to Spend 02 account. Up to twenty (20) active Money Pots are allowed at a time.
- (iii) Allow temporary suspension (storage) of Money Pots that are not in use.
- (iv) Allows reactivation (recovery) of stored Money Pots but still ensures the rule of maximum number of Money Pots at a time.

d) Regulations for the use of Money Pot:

An active Money Pot has the following features:

- (i) Periodically automatically deduct the deposit transfer from Spend 01 account to Spend 02 account of the same account holder according to the automatic deduction schedule set by the customer.
- (ii) Customers are allowed to register to use the following additional services/features for Money Pot linked to Spend 02 account:
 - Alias creating service for Spend 02 account allows customers to receive money directly into Money Pot through Timo System recognizing Money Pot codes and allocating amounts credited to Spend 02 account to corresponding Money Pot.
 - Debit card issuance service linked to Spend 02 account.
 - Authorize the use of part or all of Spend 02 account ("Money Pot Sharing" feature).
- (iii) And other services/features that Timo Digital Bank implements from time to time.

e) Transaction limit on Money Pot:

Belong to the transaction limit of spend account specified in the table "Timo account transaction limit" posted on BVBank's website exclusively for Timo Digital Bank customers.

f) Money Pot storage/recovery:

- (i) On Timo App, allow customers to store/restore Money Pot according to customers' needs.
- (ii) Archiving Money Pot will result in temporary disabling of Money Pot's plus features and services. Customer can only store Money Pot when the balance on that Money Pot is zero (0 VND). To continue using additional features and services on Money Pot, customers need to restore Money Pot.

3. Features "Share Money Pot":**a) Customer objects and conditions for using features:**

- (i) For customers who are Money Pot owners: Individual customers who own one (or more) Money Pot with active status.
- (ii) For customers who are Money Pot Members: Individual customers who own Spend 01 account with active status.

b) Feature subscription/cancellation channel:

Customers can register/cancel Money Pot sharing feature via Timo App and other methods implemented by BVBank from time to time.

At the same time, the Customer authorizes the other Member(s) to use part (or fully) of the Spend 02 account (Money Pot sharing).

c) Money Pot sharing rules:

- (i) After successful feature registration, Owner can invite one (or more) eligible Members to join the Money Pot and set up Money Pot usage settings for each of these Members.
- (ii) The maximum number of Members shared by Owner using one Money Pot at a time is limited by Timo Digital Bank from time to time and notified to customers via the Timo App.
- (iii) An invitation to join the Money Pot will be sent to the Member with full information related to the feature, the Member has the option to agree or disagree to the invitation.
- (iv) The registration form and written authorization established electronically between Owner and the Member after the Member confirms their consent to join the Money Pot will be sent to the registration email of Owner and the Member.

- (v) Member (Authorized Party) may not conduct civil transactions with themselves on behalf of the Owner (Authorizing Party). Accordingly, the Member is not allowed to transfer money/payment from Money Pot to the Member's own account and/or transact with a third party of which the Member is also a representative.
- (vi) In case either party unilaterally terminates the authorization, the Member shall not be able to use the previously shared Money Pot. The written termination of authorization will be sent to the registered email of Owner and the Member. During the validity period of the feature, Owner wishing to invite Members to re-enter Money Pot needs to go through the process of adding Members to Money Pot again and reset the settings for Members.

d) Member's transaction limit on Money Pot is shared:

The Member's transaction limit applicable to Money Pot debit transactions is stipulated as follows:

- (i) Do not exceed the transaction limit of Owner on account; and
- (ii) Do not exceed the transaction limit of Member on account; and
- (iii) Within the scope of feature settings and not exceeding VND 20.000.000/day; and
- (iv) Do not exceed the available balance on Money Pot at the time of transaction execution; and/or
- (v) Apply according to corresponding regulations issued by BVBank from time to time.

e) Validity period of authorization:

The authorization is effective from the date the Member successfully participates in Money Pot until it is terminated in the following cases:

- (i) The validity of the Money Pot Sharing feature is terminated/interrupted in the cases specified in Point f, Clause 2, Article 7 of these Terms and Conditions;
- (ii) Owner or the Member unilaterally terminates the authorization to use Money Pot.

f) Feature validity period:

- (i) The feature is effective from the date Owner successfully activates the feature, until it is terminated in the following cases:
 - Spend 01 account and/or Spend 02 account of Owner shall be closed in the cases specified in Article 8 of these Terms and Conditions.
 - Owner requested to cancel the feature.
- (ii) During the feature validity period, the following circumstances occur resulting in Money Pot being disabled, the effect of the feature will cease until Money Pot is restored. Discontinuation is when a feature is interrupted for a period of time until the Money Pot changes its working state:
 - Spend 01 account and/or Spend 02 account of Owner shall be blocked/temporarily blocked in the cases specified in Article 8 of these Terms and Conditions.
 - Owner manipulates Money Pot storage on Timo App.
- (iii) BVBank decides to suspend/stop providing features in the following cases:
 - Cases involving fraud, risk or fraud;
 - As required by law and competent state agencies;
 - When force majeure events, events beyond BVBank's control and/or ability to perform occur;
 - According to BVBank's policies and strategies in each period;
 - Other cases as prescribed by BVBank on the use of account in each period.

- (iv) When the feature is lapsed/discontinued by one of the above cases, Owner and Members are not allowed to use Money Pot sharing features. Accordingly, Owner may not continue to share the right to use Money Pot with Members and will directly use the remaining balance on Money Pot; Members are not allowed to continue accessing, looking up and performing transactions on this Money Pot. The written termination of the authorization will be sent to the registered email of the Customer and the Member.

g) Cancel/discontinue features:

- (i) In case BVBank discontinues, terminates or cancels the feature: Customer agrees, confirms and agrees that the Money Pot sharing feature may be canceled by BVBank for any reason that BVBank deems appropriate and necessary at any time without prior notice to the customer.
- (ii) In case Owner terminates the use of the feature: Owner may terminate the use of the Money Pot sharing feature at any time by directly requesting on the Timo App, visiting Timo Digital Bank's customer service points or contacting BVBank through Timo Care at 1800-6788 or another phone number as notified by Timo Digital Bank or through other methods implemented by Timo Digital Bank and notified to customers from time to time.
- (iii) When the feature is canceled: The authorization effect (Money Pot sharing feature) between Owner and the previously signed Member will terminate. The written termination of authorization will be sent to the registered email of Owner and the Member.

h) Notify customers during the use of the feature:

- (i) Notifications related to fluctuations in Money Pot balances shared and notifications related to features during the use of the feature by the Parties will be sent to all Parties via the Timo App/Email or notification channels implemented by Timo Digital Bank from time to time.
- (ii) In case a transaction arises that fluctuates the balance of the shared Money Pot, the online money transfer receipt shows:
 - From (From): Owner information.
 - To (To): Beneficiary account information.
 - Executed by (By): Information of Members making transactions.
 - Other information.

4. Rights and obligations of the parties in the process of using Money Pot and accompanying features:

In addition to the rights and obligations of the parties specified in Articles 3 and 4 of these Terms and Conditions, in the process of using Money Pot and its accompanying features, the Parties shall have the following rights and obligations:

a) Rights and obligations of Money Pot Owners

- (i) Owner reserves the right to register/use/cancel features in accordance with these Terms and Conditions and related guidelines and regulations of BVBank from time to time.
- (ii) Owner reserves the right to allow or disallow Members to use the feature(s) or modify, change, lock, block features such as: Transfer money from Money Pot to other accounts inside and outside BVBank; receive money and/or pay for online transactions.
- (iii) Owner commits not to use the feature for the purpose of fraud, forgery, crime, money laundering/terrorist financing ... and other purposes that violate law.
- (iv) Pay feature fees according to the fee schedule prescribed by BVBank in each period.
- (v) Owner must comply with the provisions of the law on authorization to use account and be responsible for providing complete and accurate information and documents to BVBank.

- (vi) Owner commits to notify and coordinate with BVBank to handle errors and confusions occurring to Owner's account.
- (vii) In all cases (including without limitation fraudulent situations, disputes, claims, claims for transactions (credited, debited) that have been performed by Members using Money Pot), Owner acknowledges and agrees to be responsible (including liabilities) and damages incurred (if any).
- (viii) Other rights and obligations under the Timo Digital Bank Terms and Conditions of Service and related laws.

b) Rights and obligations of Money Pot Members

- (i) Members have the right to use the feature according to these Terms and Conditions and related instructions and regulations of BVBank from time to time.
- (ii) Members may only use one or more features of the Money Pot depending on the Owner's settings (including unilateral decisions of the Owner such as terminating the use of Money Pot (including if there is a balance in the Money Pot) or restricting the features of the Money Pot).
- (iii) Look up information related to Money Pot: participant information, available balance, transaction history of Money Pot is shared.
- (iv) In all cases during the use of shared Money Pot, the Member agrees to the unilateral decisions of the Owner. All disputes between the Member and Owner arising (if any) shall be negotiated by the parties themselves.
- (v) Members commit not to use the feature for the purpose of fraud, forgery, crime, money laundering/terrorist financing ... and other purposes that violate law.
- (vi) Members must comply with the provisions of the law on authorization to use payment accounts and be responsible for providing complete and accurate information and documents to BVBank.
- (vii) Other rights and obligations under the Timo Digital Bank Terms and Conditions of Service and related laws.

c) Rights and obligations of BVBank

- (i) BVBank is responsible for guiding, consulting customers and providing features to customers according to this regulation.
- (ii) BVBank reserves the right to suspend / stop providing features and notify customers in the form of implementation notification from time to time in the cases specified in Section III, Point f, Clause 2, Article 7 of these Terms and Conditions.
- (iii) The Money Pot sharing feature is implemented electronically by the parties, on the basis of voluntary participation of members, so Customer (Owner and Members) acknowledges and agrees that BVBank is exempt from liability (including but not limited to liability and/or joint liability) for disputes (if any) between the parties and/or the risks in payment/transfer from Money Pots (if any) from causes that BVBank did not foresee.
- (iv) BVBank is entitled to provide customer-related information, account information to competent state agencies and/or to other third parties according to BVBank's decision in accordance with the provisions of law.
- (v) Other rights and obligations under the Timo Digital Bank Terms and Conditions of Service and related laws.

Article 8. Account blockade, closure, and suspension

1. Account blocking:

- a) BVBank shall have right to partial or wholly block account balance in the following cases:

- When there is a written request from a competent authority as prescribed by law.
 - BVBank finds that there is a mistake or error when crediting the customer's account by mistake or at the request of a money transfer payment service provider due to a mistake or error compared to the standing order by the remitter. The amount blocked on the spend account does not exceed the amount of the mistake or error.
 - BVBank detects that there is a discrepancy or unusual sign between the customer identification information and the customer's biometric factors during the process of opening and using a spend account by electronic methods deployed by BVBank from time to time.
 - There is a written notice from one of the account holders of the arising of a dispute over the common spend account between the holders of the common spend account.
- b) In case the account is blocked without request of the Account Holder, BVBank will send the Account Holder notifications of account blocking according to the methods implemented by BVBank and/or the Timo Digital Bank from time to time.
- c) Account use during blocking period shall comply with blocking content. Blocked amount shall be maintained, controlled in accordance with blocking content and entitled to interest under regulations of BVBank posted on the official website of BVBank and/or the official website of Timo Digital Bank and/or Timo Application, at transaction locations of Timo Channel or other means of BVBank. In case the account is partially blocked, the amount that is not blocked shall be used normally used.
- d) Account blocking shall be terminated in the following cases:
- Blocking period expires.
 - There competent authorities make written requests for termination of account blocking.
 - All joint current account holders give written notifications that disputes related to joint current account among joint current account holders have been settled.
 - The bank completely corrected mistakes and errors related to money transfer.

2. Account closing:

- a) BVBank shall have the right to close the account in the following cases:
- When the account holder violates law on payment or violates agreement with BVBank.
 - At written request of the Account Holder.
 - When the account is inactive, or account balance is unavailable during a period under regulations of BVBank from time to time.
 - BVBank determines that the account holder violates the regulations on anti-money laundering and terrorist financing according to BVBank's policy.
 - The spend account holder of an individual is dead, declared dead, missing, or has lost his/her civil act capacity.
 - BVBank detects that the account holder shows signs of fraud, fraud, forging papers, and documents or violating the law related to the opening and use of the account.
 - Other cases as prescribed by Vietnamese law.
- b) When closing the account, BVBank is automatically debited the account to collect the service fee in accordance with BVBank's regulations published on BVBank's official website and/or BVBank's website exclusively for Timo Digital Bank.
- c) After closing the account, BVBank will notify the account holder, its legal representative or legal heir in case the individual account holder dies, is declared as a dead or missing according to the methods

implemented by BVBank and/or the Timo Digital Bank from time to time. At the same time, BVBank shall have the sole discretion to terminate or maintain the Products & Services related to such account.

- d) After closing, the remaining balance on the account is handled at the request of the Account Holder or in accordance with the law. BVBank does not accept the request to close the account when the customer's account is blocked, or the customer has not fulfilled the debt obligations to BVBank.
- e) When closing the account, if the account has a balance and the customer has not come to receive it, BVBank will transfer the balance on the account to a custodial account waiting for payment and will not continue to pay interest. The bank will pay the above balance when the customer comes to the bank to carry out the payment procedures as prescribed.

3. Temporarily lock the account:

- a) BVBank shall temporarily lock the customer's account (suspense transactions) partially or wholly lock account balance when: (i) there is a written request of the account holder (or its legal representative) or (ii) BVBank detects that there is a discrepancy or unusual sign between the customer identification information and the customer's biometric factors in the process of opening and using the spend account by electronic methods deployed by BVBank from time to time or (iii) by prior written agreement between the account holder with BVBank, except for the case specified at Point b of this Clause.
- b) BVBank has the right to refuse the request to temporarily lock the account in case the account holder has not fulfilled the payment obligation under the coercive decision of the competent state agency or has not fully paid the payable debts to BVBank.
- c) The termination of the account suspension and the processing of outgoing and incoming payment orders during the temporary lockout period shall be done at the request of the account holder (or its guardian, legal representative) or according to the written agreement between the account holder and BVBank.

Article 9. Investigation and complaints handling during account use

1. Method for receiving of the Customer's investigation request and complaints

- a) In case the Customer desires to investigate and make complaints on transactions relating to the account, the Customer may directly make requests on Timo Application, come to transaction locations of Timo Digital Bank or via Timo Care at 1800-6783 or other phone numbers under notifications of Timo Digital Bank or in other methods deployed by Timo Digital Bank and notified to the Customer from time to time. In case the Customer requests for investigation and makes complaints via call center Timo Care, the Customer shall assume responsibility for adding investigation requests, complaints (in form of BVBank) during the period prescribed by BVBank from time to time. The Customer needs to fully comply with regulations, requirements and procedures of BVBank when investigating and making complaints, under legal provisions. In case authorizing other persons to make requests for investigation and make complaints, the Customer shall comply with regulations of BVBank and legal provisions on authorization.
- b) The Customer shall have right to make investigation requests and make complaints within 90 days from the date that transactions subject to investigation and complaints are made.

2. Timeline for investigation and complaint handling:

- c) BVBank shall assume responsibility for handling investigation requests and complaints of the Customer within no more than 30 business days from the date that the first request for investigation and complaint of the Customer are received.
- d) Within 05 business days from the date that results of investigation and complaint handling are notified to the Customer, BVBank shall compensate the Customer for losses under agreements and current legal provisions for losses not caused by faults of the Customer and/or force majeure events under agreements on terms and conditions on current account opening and use. account
- e) In case the time for investigation and handling of complaints expires but causes or faults of which party

have not been identified, within the next 15 business days, BVBank shall agree with the Customer on method for handling of investigation and complaints. The Customer may authorize other persons to use the account for each transaction or for definite term.

- f) In case of signs of crime, BVBank shall notify the competent authorities of the Government under legal provisions on criminal procedure and report to the State Bank of Vietnam (the Payment Department, Banking inspection and supervision agencies, the State Bank of Vietnam at provincial and municipal level) and notify the Customer in writing of status of handling of investigation requests and complaints. Handling of investigation and complaint results is within authority of the competent authorities of the Government. In case the competent authorities of the Government notify that settlement results show no sign of crime, within 15 business days from the date that the competent authorities of the State make conclusions, BVBank and the Customer shall agree on method for handling of investigation and complaint results.
- g) In case BVBank, the Customer and related parties cannot agree and/or disagree on investigation requests and complaints, dispute settlement shall comply with legal provisions.

Article 10. Commitments of the Customer related to the U.S. tax obligations

1. U.S indicia under the U.S Foreign Account Tax Compliance Act (FATCA):

- a) For individual customers: Individual customers have one of the following U.S. indicia as follows:
 - U.S. citizen or U.S. permanent resident holding green card or U.S resident (physically presenting/living in the U.S for more than 31 days in 01 year and more than 183 days in 03 years);
 - U.S. Place of birth;
 - U.S. residence address or a U.S. correspondence address (including a U.S post office box);
 - U.S. telephone number;
 - Standing instructions to pay any sum from the account to an account maintained in the U.S;
 - "In care of" or "hold mail" address is the sole address of the Customer in the U.S;
 - Power of attorney or signatory authority granted to a person with a U.S address;
 - Related persons of individual customers have one of above U.S indicia of:
 - + The above individual customers (in case Related persons are individuals); or
 - + Institutional customers under Point b, Clause 1 of this Article (in case Related persons are institutions);
- b) For institutional customers: Institutional customers have one of the following U.S. indicia as follows:
 - Hold U.S. business licenses and 100% owned by a U.S. citizen;
 - Incorporated in the U.S;
 - U.S. registered office or a U.S. correspondence address (including a U.S post office box);
 - U.S. telephone number;
 - Standing instructions to pay any sum from the account to an account maintained in the U.S;
 - "In care of" or "hold mail" address is the sole address of the Customer in the U.S;
 - Power of attorney or signatory authority granted to a person with a U.S address;
 - Controlling persons of institutional customers have one of above U.S indicia of:
 - + Individual customers specified in Point a, Clause 1 of this Article (in case Controlling persons are individuals); or
 - + The above institutional customers (in case Controlling persons are institutions);

2. The Customer and Related persons confirm that the information provided in the Additional information form for customers with U.S. indicia is true, accurate and complete.
3. By ticking the appropriate box under “Information required under U.S. Tax Law” in that form, they declare their tax status according to U.S. Tax Law. They understand that a false statement or misrepresentation of their tax status may lead to penalties under U.S. Tax Law, including Foreign Account Tax Compliance Act (FATCA) and they agree that they shall be liable for any penalties.
4. The Customer and Related persons agree to provide BVBank with such information and documents as required. If there is a change in any information including a change of their US Tax status or they become U.S. citizens or residents, they undertake to notify BVBank in writing in any event within 30 calendar days from the date of change to modify and/or update their information which shall be valid for use and replace all information that they have previously provided to BVBank.
5. Subject to applicable local laws or regulations, the Customer and Related persons hereby allow BVBank and/or any of its Subsidiaries/Associates to share their information to domestic and foreign tax authorities, regulatory authorities or third-party service providers where, when necessary, to establish their tax liability in any jurisdiction.
6. Where required by domestic or foreign regulatory authorities or tax authorities, the Customer and Related persons consent and agree that BVBank may withhold from their account(s) such amount as may be required according to the applicable laws, regulations, and directives. They irrevocably and unconditionally agree that BVBank has full right to (i) close the account(s); (ii) terminate banking services; (iii) transfer account balance to any tax authority. Accordingly, BVBank shall not be held liable for any tax or sum withheld as required by any domestic and foreign tax authorities, regulatory authorities and/or any loss or damage caused by BVBank's compliance with regulations of domestic and foreign tax authorities, regulatory authorities.
7. The Customer and Related persons commit to assuming responsibility for compensating BVBank for any loss or damage, fees, and costs for recovery of such damage, caused by their violation and/or failure to comply with this commitment and/or other terms and conditions agreed by them with BVBank and provide of wrong information to BVBank or refusal to provide information to BVBank. BVBank shall be entitled to do all acts to recover losses and damages suffered by it, including handling of assets owned by the Customer and Related persons.
8. The Customer and Related persons agree that the above commitments shall replace commitments made by them to BVBank under prior agreements.
9. The Customer agrees to allow BVBank or its subsidiaries, associates (including Branches/Transaction Offices) to comply with the U.S. tax regulations, including information provide to the competent authorities of the Government, if necessary, to establish tax obligations under regulations.
10. BVBank shall assume no responsibility for any tax withheld on any reportable payments made to the Customer under the U.S. tax regulations.
11. Where required by domestic or foreign regulatory authorities, the Customer allows BVBank to withhold from their account required amount under legal provisions or orders of regulatory authorities.

Article 11. Other confirmation and commitments of the Customer and Related persons

1. The Customer and Related persons acknowledge that BVBank has no obligation to provide any tax advice. They assume self-responsibility for worldwide tax reporting and filing obligations for income related to account(s) of the Customer and understand that BVBank requires them to fully comply with tax obligations. They shall assume responsibility for seeking independent tax advice for any transaction or instruction related to their account(s) at BVBank. In the event where a referral is made by a third party for specific tax advice, contract for such tax advice is made between them and the third party and any advice is provided, such advice shall belong to responsibility of such third party, and not of BVBank.

2. The Customer and Related persons (if any) have obligation to provide all information and documents at request of BVBank under legal provisions to enable BVBank to meet its legal, compliance and tax reporting obligations.
3. The Customer and Related persons (if any) shall assume full responsibility before law if they are required to have a chief accountant (or a person in charge of accounting) but they failed to provide information and specimen signature of the chief accountant (or the person in charge of accounting) to BVBank.
4. The Customer and Related Person understand, acknowledge, and agree to the Notification methods, security solutions provided by BVBank and/or the Timo Digital Bank from time to time.
5. The Customer and Related Person commit to comply with the requirements and notices of BVBank and Timo Digital Bank in accordance with the law.

Article 12. Information exchange, information supply and term amendment and supplement

1. BVBank is allowed to replace, amend, and supplement these Terms and conditions on current account opening and use account and notify the Customer at least 01 business day in advance in methods specified in Clause 2 of this Article. Content of replacement, amendment and supplement shall be valid if the Customer still keeps using the account after the above replacement, amendment and supplement take effect, unless the Customer objects by showing his/her intention to terminate account use by sending BVBank request for termination of account use.
2. Methods of sending notifications to the Customer:
 - a) Post on website of Timo Digital Bank; or
 - b) Send to electronic mail (e-mail) registered by the Customer with BVBank; or
 - c) Publish and notify at transaction locations of Timo Digital Bank; or
 - d) Send to the address registered by the Customer with BVBank; or
 - e) Send to the phone number registered by the Customer for service use
 - f) Other methods implemented by BVBank and/or Timo Digital Bank from time to time
3. The Customer agrees to register to receive document, calls, messages, emails, notifications through the application, official website from BVBank/ website of BVBank exclusively for Timo Digital Bank to inform, advertise, take care of customers (including but not limited to the content of notification of account balance, OTP, introduction of products, services, promotions, adjust policies and other information to serve operations of BVBank/ Timo Digital Bank) at the discretion of BVBank/ Timo Digital Bank without limitation in terms of quantity and time, unless the Customer has other opinions clearly expressed in writing. The Customer agrees to let BVBank/ Timo Digital Bank record calls to improve service quality.
4. BVBank/Timo Digital Bank will notify the Customer of the issues related to the amendment and supplementation of the Contract, policies of BVBank/Timo Digital Bank for the Service by one of the methods of sending notice specified herein.
5. Parties agree that addresses, phone numbers and emails of the Customer as specified in Clause 1 above are addresses, phone numbers and emails registered by the Customer in the Application. The Customer shall be deemed to receive notifications of Bank/Timo Digital Bank when Bank/Timo Digital Bank notified in the methods above to addresses, phone numbers and emails of the Customer or notified/posted at business locations serving Timo customers or on BVBank's website/ BVBank's website exclusively of Timo Digital Bank or notice through other means of BVBank and/or Timo Digital Bank. In case the Customer changes addresses, phone numbers and emails, the Customer shall notify BVBank/Timo Digital Bank in writing. If the Customer fails to notify, Timo Digital Bank shall have right to notify to former address, phone numbers and email and the Customer shall be deemed to receive notifications by default when Timo Digital Bank notifies to these addresses, phone numbers and emails and content of these notifications shall be binding on the Customer.

6. BVBank shall have right to use information about the Customer and credit facilities, information about accounts, transaction information of the Customer, including information from documents provided by the Customer; contracts, documents signed between the Customer and BVBank, to provide to units specialized in credit information service supply and/or credit rating and legally operating in Vietnam or provide to the competent authorities requiring information supply under legal provisions or provide to related partners in cooperation with BVBank for development and providing of BVBank's products and services.
7. All notifications and requests of the Customer shall be sent to Timo Digital Bank in one of the following methods: In writing at the nearest transaction locations of Timo Digital Bank or via call center Timo Care at 1800-6788 (for domestic calls) or +8428 7300 8466 (for customers call from abroad) or other phone numbers notified by Timo Digital Bank from time to time. Depending on each transaction requested by the Customer, after receiving notifications of the Customer in the above methods, BVBank may require the Customer to complete related procedures under legal provisions.

Article 13. Governing law and dispute settlement

1. In case of any dispute related to account opening, use and management, the Accountholder and BVBank shall amicably settle. In case parties can not settle disputes for more than 90 days from the date that disputes arise, such disputes shall be referred to the competent Court in Vietnam for settlement. Parties agree that addresses of Parties as specified in the Application are addresses used by the Court for determination of authority to settle disputes under legal provisions. In case the Customer changes addresses without notifying Timo Digital Bank in writing, the Customer shall be deemed to intentionally hide addresses, dodge obligations and BVBank shall have right to require BVBank to accept and settle the case under common procedures.
2. These Terms and conditions shall be governed by current law of the Socialist Republic of Vietnam.
3. If any term or condition or any part or item of these Terms and conditions is declared invalid or unenforceable by the competent authorities of the State, such terms and conditions shall not invalidate other terms and conditions, parts or items of these Terms and conditions.
4. Any content not specified in these Terms and conditions shall comply with regulations on BVBank's products and services publicly posted and related legal provisions.

Article 14. Validity

1. These Terms and conditions are effective to account opening, use and use of account Services by the Customer at BVBank and/or Timo Digital Bank. These Terms and conditions shall be applicable to all transactions made via Timo Spend Account, e-Timo spend account made by Individual customers of Timo Channel from the date that these Terms and conditions take effect (deemed to include customers who opened and used Timo Spend Account previously). Account
2. The Customer confirms that he/she read, well understood, and commit to complying with Terms and Conditions, other regulations of BVBank related to Services and current related legal provisions of Vietnam.