

## TERMS AND CONDITIONS ON REGISTRATION AND USE OF TIMO DIGITAL BANKS

### Article 1: Interpretation of terms

1. **The Bank/ Viet Capital Bank/ BVBank:** is Viet Capital Commercial Joint Stock Bank.
2. **The Customer:** is the individual customer using Timo Digital Bank.
3. **Timo Digital Bank (Timo by BVBank):** is a digital Bank, enabling the Customer to register and use online banking products and services via Internet, including Timo Application and/or website (<https://my.timo.vn/>).
4. **Timo Application/the Application** is the application for Timo Digital Bank, provided on mobile devices with internet connection.
5. **Login code/username** is a string of numeric letters, used for identifying the Customer upon logging in Timo Application.
6. **Password:** is identification characters that are managed and secured by the Customer and used with Username to log into Timo Application. Customer may use other types of password instead of alphanumeric password, such as biometric login methods.
7. **Confirmation code (OTP - One-Time Password):** is a one-time password that is provided to the Customer to confirm transactions upon performing money transfer, payment and other transactions made under regulations of the Bank.
8. **iOTP:** is a one-time password that is provided by the Bank to the Customer and is integrated into Timo Application.
9. **Card:** is Payment cards (ATMs)/ Credit cards issued by the Bank to the Customer. Cards could be available in physical or non-physical form.
10. **Registration form for Timo Digital Bank:** are requests in written form or on electronic documents expressing the will of the Customer to register with the Bank to use Timo Digital Bank Service following the form issued by the Bank from time to time.
11. **Electronic document:** means data, electronic messages, logs, messages, recordings, etc. created and stored in the Bank's system, demonstrating transactions of customers registering for Timo Digital Bank, changing information, changing services, transactions of Timo Digital Bank and have been successfully verified and performed by the Customer in accordance with the Bank's regulations. Electronic documents include but is not limited to contracts, agreements, terms and conditions, offers, notices, confirmations, instructions, information, payment orders, online instructions and other electronic messages related to the conclusion or performance of transactions between the Bank and the Customer.
12. **Terms and Conditions on registration and use of Timo Digital Banks/ Terms and Conditions:** mean fixed terms published by the Bank from time to time, applicable to customers who register and use Timo Digital Bank. These Terms and Conditions are publicly announced in compliance with the law. If the Customer signs the Application form to open an account, the Customer shall be deemed to agree to register and use Timo Digital Bank. If the Customer signs the Application form to open an account, the Customer shall be deemed to agree to register and use Timo Digital Bank.

### Article 2: Services that are provided.

1. The Bank provides the Customer with Timo Digital Bank service confirmed by the Bank on the Application form to open an account. The Bank provides the Customer with Timo Digital Bank service confirmed by the Bank on the Application form to open an account. Accordingly, the Bank and the Customer accept all rights and obligations bound by such Application form to open an account and this Terms and Conditions.
2. The Customer, from time to time, can use services beyond the ones specified on Application form cum

Contract for opening and using payment account, by registering and using features provided by the Bank on Timo Digital Bank.

### **Article 3: Username, Password, and security**

1. To use Timo Digital Bank, Customer shall log into Timo Application with the Password created by Customer and with Username which is the phone number used for registration during eKYC. During the use of Timo Application, Customer shall change the Password periodically under regulations of the Bank and/or proactively change the Password via Timo Application for the purpose of safety and security.
2. In all circumstances, if the Customer's Password is entered incorrectly 05 (five) times consecutively or exceeds the number of times specified by the Bank, the Bank has the right to block the Username. To continue using Timo Digital Bank, Customer must contact Timo Customer Service Call Center (Timo Care) or reset Password by themselves or go to Timo Digital Bank customer support location to authenticate customer information and carry out the procedures for re-issuance in accordance with the Bank's regulations.
3. The Customer shall assume responsibility for securing the Username, Password and other identification factors registered and/or provided by the Bank. One of possible security measures recommended by the Bank, including: not giving information and mobile phones to other persons; memorizing information; not choosing a Password that is simple and matched with easily guess information; not allowing any web browser to save login Username and Password; not allowing other persons to use web browsers on transaction devices when you have not logged out from Application screen; not using the Application via transaction devices and telecommunications network that are free, public and/or unsecured.
4. If the Username and Password are lost, stolen, disclosed or suspected to have been disclosed, the Customer shall immediately notify the Bank by contacting Timo Care or directly contact customer support locations (Timo Hangout) for handling. The Customer shall assume responsibility for damage that occurs before making written notifications to the Bank.

### **Article 4: Access to and use of Timo Application**

1. The Customer shall fully prepare transaction devices which are able to connect, access and use Timo Application.
2. Timo Application may be accessed and used for 24 hours per day and 07 days per week. However, the Bank does not commit or guarantee that the accessing to and using of Timo Application and processing of the Customer's transactions by the Bank would not be interrupted or become unavailable by the system shutdown notified or published by the Bank from time to time; or Timo Application is affected by shutdown, mistakes or delayed by difficulties, errors or technical illegal intrusions to activate or operate the Bank's software, devices and/or downtime, delay, termination of service supply by a third party and/or any force majeure event, events beyond control and/or capability of the Bank. Accordingly, the Customer understands and accepts that the Bank shall assume no responsibility for any loss and damage suffered by the Customer.
3. The Customer uses the Username and/or Password to log into and make transactions on Timo Application. Transactions of the Customer shall be made under transaction instructions, sequences and regulations on Timo Application. The Customer shall bear responsibility for supplying all accurate, complete and updated information required by the Bank.
4. The Customer understands that Timo Application is an online transaction method, thus, the Bank shall only assume responsibility for checking information of the Username, Password, Confirmation code and other identification factors registered/or provided by the Bank for transaction processing. The Bank cannot and is not required to identify that the information must be initialized and/or accepted by the

Customer. Accordingly, the Customer accepts that if Timo Application is accessed and used by the Username and Password of the Customer and/or combination of other authentication methods provided by the Bank to the Customer for transaction making, these transactions shall be deemed to be created by the Customer at his/her own risk. In case the Customer assumes that there are mistakes or errors in the processing of the Customer's payment instructions caused by the Bank, the Customer may directly contact the Bank for settlement. Possible problems are:

- a) Delay or mistake in processing of the Customer's payment instructions; or
- b) Payment transactions are made but not performed by the Customer; or
- c) There is fraudulent behavior in the use of Timo Digital Bank service.

#### **Article 5: Transaction processing**

1. The Customer understands and accepts that depending on the types of transactions made by the Customer at Timo Digital Bank, processing of these transactions may be performed by the Bank or between the Bank and a Third party. Accordingly, the period of transaction processing shall comply with regulations of the Bank and the Third party engaging in such transaction processing.
2. The Bank shall have the right to refuse to process the Customer's transactions if the Bank identifies or suspects that the Customer's transactions are illegal, invalid or lacking information for processing.
3. The Customer shall not cancel and change any transaction successfully made via Timo Digital Bank, unless approved by the Bank.
4. By this document, the Customer agrees to allow the Bank to automatically deduct from the registered account to pay for services used by the Customer.
5. Data and information on Timo Digital Bank system, whether recorded in any form, is legal evidence that bind responsibilities between the Bank and the Customer.
6. The Bank has the right to refuse to process the Customer's transaction if the Bank detects or suspects that the Customer has inappropriate transaction behavior. For the sake of clarity, "inappropriate transaction behavior" means a Customer's transaction that falls under one of the following circumstances, including but not limited to, a violation of the Bank's policies/terms and conditions, abnormal increase in transaction volume, abuse of Timo Digital Bank, or threats towards other employees/customers, fraud or any act that disrupts or compromises the integrity of the Bank's activities.
7. The decision on inappropriate transaction behavior shall be evaluated and decided by the Bank based on the severity and frequency of the Customer's actions. In this case, the Bank may take appropriate measures, including suspending or terminating or restricting the Customer's use of Timo Digital Bank, and/or taking other necessary legal measures to the extent permitted by law.

#### **Article 6: Change, suspension, and termination of Timo Digital Bank service**

1. The Customer has the right to terminate use of Timo Digital Bank service by sending written requests and the Bank successfully processed requests for termination of use of Timo Digital Bank service in forms of the Bank at its transaction locations.
2. The Bank is entitled to change, discontinue, or terminate the service provision on Timo Digital Bank service at any time after notifying the Customer in advance of the change, suspension, or termination of Timo Digital Bank.
3. After terminating the use of Timo Digital Bank service, the Customer shall not be allowed to keep using Login code, Password and other information provided by the Bank.

#### **Article 7: Commitments of the Customer**

1. The Customer confirms that he/she read and well understood the content of these Terms and

conditions. The Customer already get full of advice, instructions and explanations of conditions, methods for use, risks and accept risks related to use of Timo Digital Bank service.

2. The Customer agrees to receive messages sent by the Bank to notify changes in account balance; OTP; new products and services, sales promotions; information for transactions made by Timo Digital Bank and other information for the Bank's operation, using SMS messages and/or messages in the Application and/or electronic mails.
3. The Customer agrees that:
  - a) Unless changes by the Customer have been processed by the Bank, the Bank shall keep providing Timo Digital Bank service via email addresses and/or mobile phone numbers registered by the Customer.
  - b) Messages shall be deemed as done sending to the Customer if Third-party network operators sent such messages.
  - c) The Bank does not guarantee confidentiality of information or messages and assumes no responsibility if information or messages are accessed or used by unauthorized persons.
  - d) In case payments are made via Timo Digital Bank, the payable amount shall not exceed permitted limit for Timo Digital Bank and balance of payment account at the time of transactions, unless approved by the Bank.
  - e) All appropriate measures shall be taken to ensure safety in connecting, accessing, preventing and avoiding unauthorized use of Timo Digital Bank.
  - f) In order to meet requirements of the competent authorities of the Government and/or facilitate operation of the Bank, the Customer agrees to allow the Bank to use, provide and publish information of and/or related to the Customer.
  - g) Even after suspension and termination of use of Timo Digital Bank, the Customer shall assume responsibility for transactions made during his/her use of Timo Digital Bank.

#### **Article 8: Fees of Timo Digital Bank service**

1. Customer agrees to all fees related to Timo Digital Bank as notified and announced by the Bank from time to time.
2. The Bank reserves the right to automatically deduct fees from any account opened at the Bank to pay for such fees.
3. Fees related to Timo Digital Bank service could possibly be collected before, after or once transactions are made, depending on types of services. Collected fees could possibly not be refunded to the Customer, depending on types of services and regulations of the Bank from time to time.

#### **Article 9: Obligations and rights of Viet Capital Bank**

1. Be entitled to provide information related to Timo Digital Bank service and the information of Customer to agencies and organizations in accordance with the laws and regulations of Viet Capital Bank.
2. Be entitled to temporarily block or stop providing Timo Digital Bank service in accordance with the Bank's regulations or according to the provisions of law, decisions of competent state agencies.
3. Other rights and obligations as stipulated in these Terms and Conditions and relevant laws.

#### **Article 10: Obligations and rights of Customer**

1. Use Timo Digital Bank service in accordance with the provisions of this Terms and Conditions, the Bank's regulations and the law.
2. Customer must comply with the provisions of the law and the Bank on the use of account services, ensuring safety, security, ensuring compatibility with electronic devices, software, etc. in the process of using the service and be responsible for providing sufficient and accurate information and documents to the Bank.

3. Check and fully pay the fees related to using Timo Digital Bank service according to the fee table prescribed by the Bank from time to time.
4. Other rights and obligations as stipulated in these Terms and Conditions and relevant laws.

#### **Article 11: Copyright**

1. The Bank is the legal owner of the Timo Application software. The Bank provides Timo Digital Bank to Customers and Customers are only service users.
2. Designs, symbols, languages, images, reports and other information supplied by the Bank are assets owned by the Bank. Any reproduction, change and correction must be agreed by the Bank.

#### **Article 12: Changes of content of terms and conditions**

1. The Bank is entitled to change the content of these Terms and conditions by sending the Customer notifications of change. The Customer undertakes to completely accept these changes after he/she is deemed to receive notifications from the Bank.
2. The Customer shall be deemed to receive notifications if these notifications:
  - a) Were posted on website of Timo Digital Bank; or
  - b) Were posted on website of Timo Channel; or
  - c) Were published and notified at transaction locations of the Bank; or
  - d) Were sent to addresses registered by the Customer with the Bank right after a post office confirms that the Bank has completed sending procedures; or
  - e) Were sent to phone numbers registered by the Bank for service use.

#### **Article 13: General terms**

1. The Bank and the Customer undertake to comply with these terms and conditions regarding the use of Timo Digital Bank service and amendments, supplements, replacements (if any).
2. In case of disputes, Parties may amicably settle. In case Parties cannot amicably settle disputes, such disputes shall be referred to a competent Court for settlement under legal provisions.
3. These terms and conditions take effect from the date that the Customer applies for the use of service until the Customer terminates the use or in other cases specified in these Terms and conditions on service use.

**Article 14:** These Terms and conditions are applicable to the opening, use of account and account services by the Customers at the Bank. Application form to open an account shall constitute an integral part of these Terms and conditions.

## TERMS AND CONDITIONS OF PERSONAL DATA PROCESSING AND PROTECTION

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*Last updated: 15 July 2023*

Timo by BVBank has developed and published the Terms and conditions of personal data processing and protection (“**Terms and Conditions**”) to regulate the collection, use, and protection of Customer’s information and personal data. This Policy is effective from **July 15, 2023**, and will be updated from time to time to comply with relevant laws and regulations.

Timo by BVBank commits to making continuous efforts to safeguard the security, privacy, and appropriate use of the information and personal data collected.

It is important for you to carefully read the entire content of this Terms and Conditions and only confirm your “**Agreement**” when You fully understand and agree to the content stated herein.

Timo by BVBank encourages You to regularly check the Timo website ([www.timo.vn](http://www.timo.vn)) for any changes that Timo by BVBank may implement according to the terms of the Terms and Conditions. If You have any questions regarding this Terms and Conditions, please contact Us via email at [privacy@timo.vn](mailto:privacy@timo.vn) or hotline 1800 6788.

## **A. GENERAL PROVISIONS**

### **1. Definition of terms:**

1.1 “**Personal data**” refers to electronic information in the form of symbols, letters, numbers, images, sounds, or equivalences associated with an individual or used to identify an individual, and is specified in Section 1.2, 1.3 of this Terms and Conditions.

1.2 “**Basic Personal Data**” includes:

- i. Last name, middle name, and first name; other names (if any);
- ii. Date, month, year of birth; date, month, year of death or disappearance;
- iii. Gender;
- iv. Place of birth, place of birth registration, permanent address, temporary address, current address, hometown, contact address;
- v. Nationality;
- vi. Personal photos;
- vii. Phone number, national identification number, personal identification number, passport number, driver's license number, vehicle registration number, personal tax identification number, social insurance number, health insurance card number;
- viii. Marital status;
- ix. Information about family relationships (parents, children);
- x. Information about individual's account numbers; personal data reflecting online activities, internet history;
- xi. Other information related to an individual or used to identify an individual other than that specified in Sensitive Personal Data.

1.3 “**Sensitive Personal Data**” refers to personal data that is closely linked to an individual's privacy rights and whose infringement directly affects that individual's legitimate rights and

interests, including:

- i. Political opinions, religious beliefs;
- ii. Health status and private information recorded in medical records, excluding blood type information;
- iii. Information related to racial or ethnic origin;
- iv. Information about inherited or acquired genetic characteristics of an individual;
- v. Information about the individual's physical attributes, unique biological characteristics;
- vi. Information about the individual's sexual life, sexual orientation;
- vii. Data on crimes, criminal activities collected and stored by law enforcement agencies;
- viii. Customer information of credit institutions, foreign bank branches, intermediary payment service providers, other authorized organizations, including customer identification information as prescribed by law, account information, deposit information, information on entrusted assets, transaction information, information about organizations or individuals acting as guarantors at credit institutions, bank branches, intermediary payment service providers;
- ix. Data on the individual's location determined through positioning services;
- x. Other personal data specified by law as being sensitive and requiring necessary security measures.

1.4 **“Terms and Conditions of Personal Data Processing and Protection”** (hereinafter referred to as **“Terms and Conditions”**) is an integral part and should be read and understood in accordance with the contracts, agreement, terms, conditions and other documents established between the Personal Data Subject and Timo by BVBank.

1.5 **“Customer”, “You”, “Your”** refer to organizations, individuals who have the need to establish a relationship, create an account, register, explore, and use Digital Bank provided through the Timo application and Timo website. Within the scope of this Terms and Conditions, Customer is **“Data Subject”**).

1.6 **“Timo Digital Bank” (Timo by BVBank)** refers to a digital Bank, enabling the Customer to register and use digital banking products and services via Internet, including Timo Application and/or website (<https://my.timo.vn/>).

## 2. **Subjects**

This Terms and Conditions applies to all Customers and Customer’s Personal Data.

We act as, depending on the context, the Data Controller, Data Processor, Data Controller and Processor, and/or the Third Party related to the personal data which we collect from Customer or obtain during the provision of Digital Bank.

## 3. **Scopes**

3.1. The collection, processing, use, storage, and protection of personal data and other relevant information regarding You are carried out by Us during Your access and use of Timo Digital Bank regardless of the method You use to access or use them.

3.2. The types of data, information, and methods of collection employed by Us are detailed in

Section 5 of this Terms and Conditions and classified into Basic Personal Data and Sensitive Personal Data based on the definitions provided in Sections 1.2 and 1.3 above.

## **B. PERSONAL DATA PROCESSING NOTIFICATION**

This notification explains the types of information We collect, how We use it, and your rights if You want to change how We use Your personal data.

### **4. Processing purposes**

We will only collect and process personal data when We have consent and voluntary agreement from Customer, in order to provide information and/or Timo Digital Bank to the Customer. In general, the purposes of Our collection and processing of personal data (“**Purposes**”) include:

#### **4.1 Evaluate and provide Timo Digital Bank to Customer**

- i. Identify, verify and maintain accurate know-your-customer (KYC) information; seek, verify and conduct anti-money laundering checks, credit and other checks with the Customer as required;
- ii. Evaluate, identify, appraise and approve the provision of products and services according to the registration documents, requests of the Customer and/or related persons of the Customer;
- iii. Appraise, build and evaluate the level of reliability in the use of products and services by the Customer;
- iv. Consider offering or continuing to provide any products, services;

#### **4.2 Perform obligations in contracts, agreements, terms, conditions and other documents between BVBank and Customer and customer care.**

- v. Perform obligations under contracts, agreements and provide products, services to Customers;
- vi. Customer care, handle the Customer complaints, lawsuits;
- vii. Contact with Customers, direct and indirect marketing of promote products, services with directly and indirectly to Customers, conduct promotional programs, exchange gifts, award prizes, deliver gifts.

#### **4.3 Understand the Customer’s needs regarding Timo Digital Bank and improve the quality of Timo Digital Bank:**

- viii. Gain a better understanding of the Customer's investment needs, current and future financial status of Customer;
- ix. Improve, enhance, personalize products, services including online services and new products and services development;
- x. Conduct market research, surveys and data analysis related to any products, services provided to Customers;
- xi. Monitor and ensure transaction safety, timely support Customers in emergency situations;
- xii. Perform other activities related to the provision, operation and management of BVBank for products, services and/or to develop, improve and enhance the provision of products, services to Customer in general; and other purposes that BVBank may deem necessary

from time to time.

4.4 Business operations and internal risk management of BVBank

- xiii. Ensure the legitimate business purposes of BVBank in cases that BVBank deems necessary, including but not limited to information sharing with BVBank, its partners and service providers;
- xiv. Enter data and verify the accuracy and completeness of data that Customers supply to BVBank and/or BVBank enters into the system;
- xv. Comply with agreements and contracts between BVBank and other third parties;
- xvi. Fulfill reporting, financial, accounting and tax obligations;
- xvii. Conduct actions for the purposes of audit, risk management, and compliance;
- xviii. Serve the requirements in the internal operations of BVBank or its member units (including for the purposes of credit and risk management, system/network planning and development, audit and administration);
- xix. Provide to agencies, organizations providing credit assessment services, credit information, credit scoring;

4.5 Comply with the provisions of law, international treaties to which Vietnam is a party:

- xx. Provide to competent state agencies as prescribed by law;
- xxi. In order to fulfill obligations as prescribed by law, international treaties that BVBank must comply with and requirements of competent state agencies;

4.6 Generate data, reports and statistics on the basis of requests of the State Bank of Vietnam or competent authorities in accordance with the law.

4.7 Prevent and combat crime

- xxii. For risk assessment, trend analysis, statistics, planning, including statistical data processing, credit and anti-money laundering, to create and maintain credit scoring system, evaluate and maintain data on the Customer's credit history;
- xxiii. Detect, prevent and investigate crimes, attacks or violations including fraud, money laundering, terrorism, weapons of mass destruction financing, bribery, corruption or tax evasion.

4.8 Ensure the legitimate rights and interests of BVBank and the social community.

- xxiv. Protect or enforce BVBank's legitimate rights and interests, including the right to charge fees, collect and handle debts owed to BVBank by the Customer;
- xxv. Fulfill responsibilities to the community and society.

4.9 Facilitate mergers, acquisitions and divestments of BVBank

- xxvi. Perform transactions such as transferring, disposing, merging or purchasing and selling, exchanging any activities and assets of BVBank. In the case of handling Customer for purposes other than those mentioned above, BVBank will only comply with the agreement with the Customer or obtain the Customer's consent.

**5. Types of personal data collected and processed by Timo by BVBank**

With Your consent, Your personal data may be collected by Timo, including Basic Personal

Data and Sensitive Personal Data in the cases listed below.

5.1 Information that You provide to Us:

- i. Detailed personal information (such as full name, nationality, gender, date of birth, occupation), information of organizations (such as full trading name, abbreviated name, license or establishment decision, enterprise registration certificate or equivalent documents);
- ii. Information related to Customer identification (e.g., signature specimen, electronic signature, images, ID card/Citizen Identification Card, passport, visa information for foreign individuals as customers), information of Customer as an organization or legal representative or authorized representative, and other related information, biometric data (such as fingerprints, facial features, iris patterns, voice, and other biometric factors);
- iii. Detailed contact information (e.g., home address, work address, email, and phone number);
- iv. Your registration and login data (e.g., login information for the Timo application and Timo website);
- v. Other information about You (e.g., financial information, insurance information, household information, personal images, etc.) that you have provided to Us through filling out forms, surveys, or by contacting Us directly via phone, email, online, or other methods.

5.2 Information We collect or generate about You through the normal operations of the Timo application and Timo website, including:

- i. Information about You, including the channels You use and the ways You interact with Us through the Timo application, Timo website, and other communication channels of Timo (such as Facebook, hotline, etc.), as well as information related to complaints and disputes;
- ii. Transaction information (such as payment method, amount, date, and time of the transaction);
- iii. Information contained in Customer documents (e.g., advisory records that We have provided to You);
- iv. Information that We collect from other sources, for example, information from cookies and other similar technologies, information from referral programs, supplier, business partners, payment service providers, credit information center, and other credit reporting agencies, insurance and financial providers, user information collected through third-party applications with which We have a relationship, accounting software providers providing products and services to You, and any separate agreements You have agreed to that may involve information sharing;
- v. Investigative data, such as compliance checks, sanctions, anti-money laundering checks, external intelligence reports, content and metadata related to communication exchanges involving individuals and organizations, including email, telephone, and instant messaging;

- vi. Information We need to support Our legal obligations, such as transaction details, payment purposes, customer information, information about partners/beneficiaries, identification documents, detection of any unusual or suspicious activities, and information about parties related to You or these activities;
- vii. Some information about the devices You use to access the Timo application and Timo website (including but not limited to, software and IP addresses, mobile devices, unique device identifiers (UDIDs) or mobile device identifiers (MEIDs), referring website address (if any), and the pages You visit on the Timo application, Timo website, and the frequency of Your visits).
- viii. Timo application and Timo website may collect accurate information about the location of your mobile device through positioning services (such as GPS, Wi-Fi, etc.). We collect, use, disclose, and/or process this information for one or more purposes, including but not limited to location-based services, products requested by You, or providing location-related content or allowing You to share Your location with other users as part of the Timo Digital Bank. For most mobile devices, You can revoke the permission for Us to receive location information through the settings on Your device. If You have any questions about disabling location-related services on Your mobile device, please contact Your mobile device service provider or device manufacturer.
- ix. Depending on Your use of Timo Digital Bank, You may be required to provide relevant information as requested by partners or third parties providing those products or services. In such cases, Timo by BVBank will notify You through the Timo application, or email, or messages, or other forms of communication determined by Timo by BVBank at its discretion, so that You can identify and provide information only with Your confirmed consent. You agree and understand that in all cases where You register to use products or services provided by a third-party provider, Timo is entitled to exempt itself from any liability or obligation related to transactions, supply relationships, and the use of services between You and that provider.

## **6. The other relevant parties**

To In order to fulfill the Purposes, You agree to allow Timo by BVBank to share the information and data provided by You with third parties (acting as data processors/third parties) in the following cases (including but not limited to):

### **6.1. BVBank's member units:**

- i. Any member unit of BVBank: Subsidiaries, joint ventures, associates determined by BVBank from time to time.

### **6.2. Third-party who supports in verifying information of Data Subject**

- ii. Units with the function of providing credit information and credit assessment services; credit scoring units; credit rating agencies; insurance company; insurance brokerage company; and other credit service providers;
- iii. Vietnam Credit Information Joint Stock Company (PCB), Vietnam National Credit Information Center (CIC), or any agency or organization established by the State Bank of Vietnam or any other authority having jurisdiction over BVBank;

6.3. Competent Authority

- iv. Competent agencies request to provide information in accordance with the law;
- v. Any court, arbitrator, proceeding-conducting agencies, or judgment enforcement agency having the authority/required to enforce liability from BVBank;
- vi. Any person, competent authority, or regulatory body or third party to whom BVBank is authorized or required to disclose pursuant to the regulations of any country or under any other contract or undertaking between the third party and BVBank.

6.4. Service provider for BVBank and party partnering with BVBank to provide service:

- vii. Any contractors, agents, service providers, consultants or parties cooperating with BVBank (including employees, directors, leaders); organizations that are sellers, suppliers, partners, agents including but not limited to companies providing support services for BVBank's business activities such as: service providers for administrative services, correspondence, telemarketing, direct sales, call centers, business processes, travel, visa, knowledge management, human resource management, data processing, information technology, computing, payments, debt collection, credit reference and other background checks, field research, data modeling, redemption, record and management, data entry, pre-screening and verification, legal, website or social media, telecommunications, messaging or emailing, networking, telephone, infrastructure and technology support, workforce management, risk reporting, credit decisions, information security, software and license maintenance, data centers, conversations and seminars, consulting services, intermediary payment service, switching and/or other services related to, or in support of, BVBank's business operations;
- viii. Business partners and related partners that cooperate with BVBank to develop, provide or are involved in the development and provision of BVBank's products and services.

6.5. Authorized third party by Data Subject:

- ix. Provide to any person acting on behalf of the Data Subject (payee, beneficiary, designee in connection with the account, intermediary bank, confirming bank, agent bank,...);
- x. Any individual who has been informed, authorized, or granted permission to act on behalf of the Data Subject to submit transaction information.

6.6. Financial institution, intermediary organization, card organization, switching organization:

- xi. Any credit institutions, foreign bank branches and agents, financial institutions, traders, intermediaries, international card associations/organizations, other card switching organizations related to any products and services provided by BVBank to the Data Subject.

6.7. Other third parties

- xii. Other related parties that BVBank considers necessary to meet and protect the legitimate rights and interests of the Data Subject;
- xiii. Data Subject's or BVBank's advisors including accountants, auditors, lawyers, financial advisors;
- xiv. Parties in the transaction of purchasing or selling debts and assets of BVBank;

- xv. Any individual who intends to pay any unpaid amount in any Data Subject's account(s) with BVBank;
- xvi. Other Data Processors when obtaining the consent of the Personal Data Subject;
- xvii. The Data Processors have the consent of Data Subject when using BVBank's products and services.

In addition, You also agree to allow the Third Party to process personal information, data (including collecting information on behalf of Timo by BVBank). We recognize the value of the information You provide and We take all reasonable steps to protect Your information that We hold.

## **7. Data processing method**

We, at all times, have the full authority to decide on the means and methods of handling personal data, information appropriate to the Purpose, including but not limited to physical, written, spoken, and electronic methods.

Furthermore, You also agree to allow We and third parties to automatically process Your personal data through electronic means (such as software systems and algorithms) for the purpose of assessing, analyzing, and predicting Your activities, such as habits, preferences, reliability level, behavior, location, trends, capabilities, and other scenarios.

## **8. Undesirable consequences and damage that may occur**

We currently have security policies and procedures to protect personal data from loss, misuse, unauthorized alteration, or destruction. However, despite Our best efforts, absolute security cannot be guaranteed against all threats. To the best of Our ability, access to Your personal data is limited to those who need to know. Individuals with access to the data are required to maintain the confidentiality of that information.

## **9. Data Retention Period**

- 9.1 Start and end time of data processing: Within the scope permitted by law, We retain Customer data from the beginning of establishing a relationship with Timo (including the exploration phase and/or contract proposal) until there is a request for deletion, destroy personal data of Customer regulated by legal regulation.
- 9.2 We may retain Customer data for a longer period if necessary to comply with legal regulations and requirements or for other lawful purposes, such as handling requests and complaints, resolving disputes, preventing fraud and financial crimes, and responding to requests from regulatory authorities.

## **C. DATA PROTECTION & PRIVACY RIGHT**

### **10. Rights and obligations of Customer**

- 10.1 You have full rights related to Your information and personal data, including:
  - i. Right to be informed: You have the right to be informed about the processing of Your personal data, unless otherwise provided by law.
  - ii. Right to consent: You have the right to consent or withhold consent for the processing of Your personal data, except as specified in Section 14 of this Terms and Conditions.

- iii. Right to access: You have the right to access, view, modify, or request the modification of Your personal data, unless otherwise provided by law.
- iv. Right to withdraw consent: You have the right to withdraw Your consent at any time, unless otherwise provided by law.
- v. Right to erasure: You have the right to have Your personal data erased or request the erasure of Your personal data, unless otherwise provided by law.
- vi. Right to restrict data processing:
  - a) You have the right to request the restriction of the processing of Your personal data, unless otherwise provided by law.
  - b) Timo will implement data processing restriction within 72 hours as per Your request, for all personal data You requested to restrict, unless otherwise provided by law.
- vii. Right to provide data: You have the right to request Us to provide You with Your personal data, unless otherwise provided by law.
- viii. Right to object to data processing:
  - a) You have the right to object to Us processing Your personal data for the purpose of preventing or restricting the disclosure or use personal data for advertising, marketing, unless otherwise provided by law.
  - b) We will fulfill your request within 72 hours of receiving it, unless otherwise provided by law.
- ix. Right to complain, report, and take legal proceedings: You have the right to complain, report, or initiate legal proceedings as provided by law.
- x. Right to request compensation for damages: You have the right to request compensation for damages as provided by law in the event of a breach of Your personal data protection, except in cases of other agreements or different legal provisions.
- xi. Right to self-protection: You have the right to self-protection as provided by the Civil Code, relevant laws, and Decree No. 13/2023/NĐ-CP, or to request competent authorities, organizations to implement methods of protecting civil rights as provided in Article 11 of the Civil Code.

In all cases, You can exercise your rights by contacting Us using the methods outlined in Section 22 of this Terms and Conditions.

#### 10.2 Your obligations regarding personal data include:

- i. Protecting Your personal data; requesting relevant organizations and individuals to protect Your personal data.
- ii. Respecting and protecting the personal data of others.
- iii. Providing complete and accurate personal data when consenting to the processing of personal data.
- iv. Participating in the dissemination of skills for personal data protection.
- v. Complying with the provisions of the law on personal data protection and participating in preventing and combating violations of personal data protection regulations.

## **11. Provide Personal Data by a Third Party**

When providing Personal Data of a third party (including but not limited to information of dependents, legally related persons, spouses, children and/or parents and/or guardian, friend, beneficiary, authorized person, partner, contact person in case of emergency or other personal case of the Customer) to Timo by BVBank, the Customer represents, warrants and takes the responsibility that the Customer has provided sufficient information and obtained the legal consent/approval of that third party in order that Timo by BVBank will process the Personal Data for the purposes stated in this Terms and Conditions. The Customer agrees that Timo by BVBank is not responsible for verifying the legality and validity of this consent/approval, and that it shall be his or her obligation to store the necessary proofs. Timo by BVBank is exempt from responsibility and is required to compensate for related damages and expenses when the Customer fails to comply with the contents specified in this Section.

## **12. Share Your personal data, information**

We may share or provide Your personal information and data to third parties in the following cases:

- i. Our employees, experts for the Purposes stated in this Terms and Conditions;
- ii. Other affiliated companies within Timo by BVBank's network that are involved in providing Timo Digital Bank to Customers;
- iii. Service providers, external partners of Timo by BVBank, for the purpose of operating websites, applications, or devices, providing Customers with Timo Digital Bank selected by Customer, or for the purposes stated in this Terms and Conditions.
- iv. When there is a legal obligation or responsibility to do so, such as assisting in the detection and prevention of fraud, tax evasion, and financial crimes.
- v. When it is necessary for regulatory reporting, litigation, or asserting or protecting legal rights and interests.
- vi. When there is a lawful reason to do so under applicable laws, international conventions.
- vii. When You have been requested and have consented to the sharing of information.

We may share Your information for the Purposes stated in this Terms and Conditions with other parties, including subcontractors, agents, or service providers working for Us or providing services to Us or other related companies (including their employees, subcontractors, service providers, directors, or specialists). This includes sharing Your information with third parties as required by their services, sharing and transferring Your information abroad for lawful purposes and in compliance with applicable legal regulations.

## **13. Transferring personal data abroad**

Personal data, information collected by Us may be transferred to Our service providers located outside of the country when it is necessary for the following purposes:

- i. Meeting the Customer's needs when providing information; or
- ii. Allowing Customers to access desired information at an appropriate time in the future based on the nature and purpose of the Customer's request; or
- iii. Maintaining the operation and our Customer management systems; or

- iv. Monitoring quality and risk management; or
- v. For communication and advertising purposes.

Customer's personal data, information may also be transferred to third-party, service providers acting on behalf of Timo by BVBank for information processing, including IT service providers, identity management, website hosting and administration, data analytics, data backup, security services, and storage.

By providing data to Us, the Customer agrees to the transfer of information beyond the national jurisdiction for the purpose of fulfilling Customer needs and the data processing Purposes specified in Section 3 of this Terms and Conditions. Therefore, the Customer's personal data may be transferred outside the territorial jurisdiction of the country where the Customer resides.

#### **14. Storage, deletion, and destruction of personal data**

- 14.1 When Your personal data is no longer necessary for the Purposes stated in this Terms and Conditions, or when We no longer has a legal basis to retain Your personal data, or when You withdraw your consent, We will take steps to delete, destroy, anonymize, or block access to or use of personal data for any purposes other than compliance with this Terms and Conditions or for safety, security, fraud detection, and prevention purposes, in accordance with applicable law.
- 14.2 When You withdraw Your consent, We will proceed with the deletion of Your data, except in cases where it is not applicable according to legal provisions as listed below. The processing of Your request and updating it in the system will be completed within 72 hours from the time We receive the request from You, unless otherwise stipulated by the legal regulations. Therefore, You may still receive notifications, advertising materials, or communications during this period.
- 14.3 Data deletion will not be applicable in the following cases upon Your request:
  - i. When the law prohibits data deletion;
  - ii. When personal data is processed by competent state agencies for the purpose of serving the operations of those state agencies in accordance with legal provisions;
  - iii. When personal data has been publicly disclosed in accordance with legal regulations;
  - iv. When personal data is processed to serve legal requirements, scientific research, or statistics as prescribed by law.
  - v. In cases of urgent situations related to national defense, national security, social order and safety, major disasters, dangerous epidemics, or when there is a risk threatening security and national defense, but the situation has not reached the level of declaring a state of emergency, prevention and combat of riots, terrorism, crime, and law violations.
  - vi. When dealing with urgent situations that pose a threat to the life, health, or safety of the data subject or other individuals.

#### **15. Personal data processing without consent of data subject**

In accordance with legal provisions Personal data may be processed without Your consent - as the data subject in the following cases:

- i. In urgent cases requiring immediate processing of relevant personal data to protect Your life and health, or of others.
- ii. When personal data is publicly disclosed in accordance with the law;

- iii. When personal data is processed by competent state agencies in cases of urgent situations related to national defense, national security, social order and safety, major disasters, dangerous epidemics, or when there is a risk threatening security and national defense, but the situation has not reached the level of declaring a state of emergency; prevention and combat of riots, terrorism, crime, and law violations as prescribed by the law.
- iv. To fulfill Your contractual obligations with relevant agencies, organizations, or individuals as prescribed by the law.
- v. To serve the operations of state agencies as prescribed by specialized laws.

## **16. How We protect Your information**

- 16.1 We pledge to handle Customers' personal data securely and discreetly. We take a number of steps to protect your information, including encryption and other security measures. We demand that all of Our staffs and any third parties working on our behalf abide by the necessary compliance standards, including obligations requiring them to protect any information and implement the necessary safeguards for its use and transmission.
- 16.2 We will store the personal information of Customers in compliance with the law. As a result, we will delete, destroy, or switch to incognito mode as soon as it is reasonably confirmed that: (i) the purpose of collection is no longer suitable for retaining such data; and (ii) retention is no longer necessary for any legal or business objectives, and (iii) Customer requests to destroy, delete data. If Customer stops using Timo application, Timo website, or Customer's right to use them is terminated, We may continue to retain, use, and/or disclose personal data, information in accordance with the Terms and Conditions and our legal obligations. We may securely destroy the Customer's personal data, information without prior notice under applicable law.
- 16.3 For Your own benefit, We advise you not to disclose sensitive information (including but not limited to passwords, bank account details, one-time passwords (OTP)) to any third party, including Our staff. We reserve the right to release Ourselves from responsibility if any damage occurs to the Customer as a result of the Customer voluntarily disclosing the aforementioned information. Please be aware that the internet is not a secure environment, and Timo cannot guarantee absolute security for the information and personal data shared over the internet. The transmission of personal data, information when using the internet is the Customer's responsibility, and the Customer should only use secure systems to access websites, applications, or devices. The Customer is responsible for keeping their access authentication information for each website, application, or device safe and confidential. The Customer should promptly notify Timo if any deliberate login attempts, misuse of login information, or changes in access passwords are detected.

## **17. Direct Marketing**

As set forth in this Terms and Conditions, and consistent with the requirements of applicable law, We and Our marketing partners, service providers or third parties who are carefully selected, may contact Customer via email, text message or other electronic means, to provide Customer with information regarding Timo Digital Bank that may be of interest to Customer.

If the Customer wishes to unsubscribe from these notifications, We attach detailed unsubscribe instructions in each notice. In the event that the Customer unsubscribes from receiving

marketing or advertising-related communications, Timo may continue to contact the Customer for the purpose of following the Customer's instructions, allowing the Customer to do any transaction requested by the Customer, sending the Customer transaction messages, administering the Customer's account, or as required or permitted by applicable law.

## **18. Cookies**

When Customer uses or accesses Timo websites, We may place cookie on Customer's device. "Cookie" is a small file that is placed on the Customer's device when Customer visits a website. It collects data about the Customer's device, browser, preferences, and electronic browsing behaviors in some cases. We may use this information to recognize the Customer when the Customer visits Timo websites again, to deliver personalized services on Timo websites, and to collect analytics for a better understanding of website operation and enhancement of Timo websites. Customer can erase or block cookies on its devices by using browser settings. However, if the Customer decides not to accept or block cookies from Timo websites, the Customer may be unable to take advantage of certain services.

Timo by BVBank may use cookie technology to process Customer's personal data, information in accordance with the provisions of this Terms and Conditions. Timo by BVBank may also use remarketing to offer advertisements to those who have previously visited its website. To the extent third parties have posted content on Timo websites (e.g. social media features), such third parties may collect Customer's information (e.g. cookie data) if Customer chooses to interact with such third-party content or use third-party services.

## **19. Amendment, supplement, alteration of the Terms and Conditions**

Any modifications, supplements, or replacements to this Terms and Conditions will be notified by Timo by BVBank on the Timo website or Timo application or through the Customer's registered email. Unless otherwise specified in the notification regarding the effective date, the modified, supplemented, or replaced provisions will take effect immediately upon publication. When We make changes to this Terms and Conditions, we will modify the "**Last Updated**" date at the beginning of this Terms and Conditions.

Unless otherwise specified in this Terms and Conditions, Customer is considered to have accepted all the modified provisions according to Timo by BVBank's notification if the Customer continues to use Timo Digital Bank from the notification date. If a Customer does not agree with the modified or adjusted provisions of Timo by BVBank, it may, in some cases, affect or lead to the termination of the use of Timo Digital Bank. Please contact Us for further clarification.

## **20. Governing law**

This Terms and Conditions of Personal Data Processing and Protection is construed and governed pursuant to the Laws of Vietnam.

## **21. Language**

This Terms and Conditions is written in both English and Vietnamese; if there are any discrepancies in the content of two languages, the Vietnamese version will prevail.

## 22. Contact

Please contact the following channels if you have any questions or issues about this Terms and Conditions in detail:

- Hotline: 1800 6788;
- Email: [privacy@timo.vn](mailto:privacy@timo.vn).