

PRIVACY AND DATA PROTECTION POLICY

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Timo has developed and published the Privacy and Data Protection Policy (“**Policy**”) to regulate the collection, use, and protection of Customer’s information and personal data. This Policy is effective from **July 1, 2023**, and will be updated from time to time to comply with relevant laws and regulations.

Timo 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 Policy and only confirm your “**Agreement**” when You fully understand and agree to the content stated herein.

Timo encourages you to regularly check the Timo website for any changes that Timo may implement according to the terms of the Policy. If you have any questions regarding this Policy, please contact Us via email at privacy@timo.vn or hotline 1800 6788.

A. GENERAL PROVISIONS

1. Definition of terms

1.1 “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.

1.2 “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
- 1.3 “**Customer**”, “**You**”, “**Your**” refer to organizations, individuals who have the need to establish a relationship, create an account, register, explore, and use products and services provided through the Timo application and Timo website.
- 1.4 “**Timo**” “**We**”, “**Our**” refer to Timo Vietnam Joint Stock Company.
- 1.5 “**Bank**” refers to Ban Viet Joint Stock Commercial Bank, which is Timo's strategic partner in providing Timo's digital banking services to Customers.
- 1.6 “**Product**”, “**Service**” refer to the products and services provided on the Timo application and Timo website (www.timo.vn), including Timo's digital banking service, and other products and services provided by Timo and/or third-party partners.

2. **Subjects**

This Policy 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 Products and Services.

3. **Scopes**

- 3.1. The collection, processing, use, storage, and protection of personal data and other relevant information regarding You are carried out by Timo during Your access and use of Timo's Products, Services, Timo application, and Timo website, regardless of the method You use to access or use them.
- 3.2. The types of data, information, and methods of collection employed by Timo are detailed in Section 5 of this Policy and classified into Basic Personal Data and Sensitive Personal Data based on the definitions provided in Sections 1.1 and 1.2 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 Products and Services to the Customer. In general, the purposes of Our collection and processing of personal data (“**Purposes**”) include:

- Providing products and services as requested by the Customer;
- Verifying the identity and recognizing Customer in accordance with legal regulations;
- Assessing the legal application, credit, asset, and qualification profile of customers related to any proposed or provided products and services by the Bank;
- Singning contract and performance of contract(s) between parties;
- Advertising, online marketing, or advertising based on needs and preferences;
- Displaying content of the website, application, device, and any customization chosen by the Customer.
- Adjusting, updating, securing, and improving Products, Services, websites, applications, and/or customer care services of Timo.
- Conducting promotional programs, surveys, and sending updates newsletters;
- Sending notifications regarding account management and fulfilling customer support requests;
- Performing data analysis and other processing activities (such as trend analysis, expense reports)

to improve Products, Services, websites, and applications.

- Exercising the legitimate rights of customers according to this Policy and legal regulations;
- Protecting Customers from fraud, identity theft, and other illegal activities;
- Maintaining the operation and customer management system of Timo;
- Having grounds, enforcing legal rights, or protecting legal claims of Timo; and
- Complying with legal regulations and other relevant policies and regulations of Timo.

5. Types of personal data collected and processed by Timo

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 We collect from other sources, for example, information from cookies and other similar technologies, information from referral programs, 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 application, Timo website products, and services. 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's Products and Services, You may be required to provide relevant information as requested by partners or third parties providing those products or services. In such cases, Timo will notify You through the Timo application, or email, or messages, or other forms of communication determined by Timo 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 fulfill the Purposes, You agree to allow Timo 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):

- Timo's employees and experts for the purposes stated in this Policy or for the purpose of operating and managing business activities.
- Other affiliated companies within Timo's network related to the Products and Services provided to Customers.
- Other external service providers outside of Timo (please refer to Sections 11 and 12 in this Policy).
- When requested by You to send publications, information, and reference materials.

In addition, You also agree to allow third parties to process personal data, information (including collecting information on behalf of Timo). We recognize the value of the information You provide, and We take reasonable measures to protect Your information that We hold.

7. Data processing method

Timo, at all times, has 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 Timo 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

Timo currently has security policies and procedures to protect personal data from loss, misuse, unauthorized alteration, or destruction. However, despite Timo's 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 the following 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 Policy.
- 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 Timo 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 Timo 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) Timo 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 21 of this Policy.

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. Share Your personal data, information

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

- i. Timo's employees, experts for the Purposes stated in this Policy;
- ii. Other affiliated companies within Timo's network that are involved in providing Products, Services to Customers;
- iii. Service providers, external partners of Timo, for the purpose of operating websites, applications, or devices, providing Customers with Products, Services selected by Customer, or for the purposes stated in this Policy.
- 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. Cần liên quan đến báo cáo quy định, kiện tụng hoặc khẳng định hoặc bảo vệ các quyền và lợi ích hợp pháp.
- vi. When it is necessary for regulatory reporting, litigation, or asserting or protecting legal rights and interests.
- vii. When there is a lawful reason to do so under applicable laws, international conventions.
- viii. When You have been requested and have consented to the sharing of information.

We may share Your information for the Purposes stated in this Policy 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.

12. Transferring personal data abroad

Personal data, information collected by Timo may be transferred to Timo's 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 Customer management systems of Timo; 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 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 Timo, 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 Policy. Therefore, the Customer's personal data may be transferred outside the territorial jurisdiction of the country where the Customer resides.

13. Storage, deletion, and destruction of personal data

13.1 When Your personal data is no longer necessary for the Purposes stated in this Policy, or when Timo no longer has a legal basis to retain Your personal data, or when You withdraw your consent, Timo will take steps to delete, destroy, anonymize, or block access to or use of personal data for any purposes other than compliance with this Policy or for safety, security, fraud detection, and prevention purposes, in accordance with applicable law.

13.2 When You withdraw Your consent, Timo 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.

13.3 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.

14. Personal data processing without consent of data subject

Personal data may be processed without Your consent - as the data subject - in accordance with legal provisions 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.

15. How We protect Your information

15.1 Timo pledges 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.

15.2 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 Policy and our legal obligations. We may securely destroy the Customer's personal data, information without prior notice under applicable law.

15.3 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.

16. Direct Marketing

As set forth in this Policy and consistent with the requirements of applicable law, Timo and its 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 Products, Services that may be of interest to Customer.

If the Customer wishes to unsubscribe from these notifications, Timo attaches 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.

17. 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. Timo 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 may use cookie technology to process Customer's personal data, information in accordance with the provisions of this Policy. Timo 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.

18. Amendment, supplement, alteration of Policy

Any modifications, supplements, or replacements to this Policy will be notified by Timo 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 Policy, we will modify the "**Last Updated**" date at the beginning of this Policy

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

19. Governing law

This Privacy and Data Protection Policy is construed and governed pursuant to the Laws of Vietnam.

20. Language

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

21. Contact

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

- Hotline: 1800 6788;
- Email: privacy@timo.vn.