

TERMS AND CONDITIONS FOR OPENING AND USING INDIVIDUAL'S ACCOUNT AND OTHER SERVICES

(Attached and in the part of the application for opening and using current account - Individual)

I. Definition:

1. **“OceanBank”**: Ocean Commercial One Member Limited Liability Bank.
2. **“Branch”**: Branch/Sub-branch of OceanBank providing the opening and using accounts and other services to customers.
3. **“ID”**: National Identity card.
4. **“Mobile”**: Mobile phone - customer's handy communication device.
5. **“Limited”**: Corporate type as limited company.
6. **“Highschool”**: Education level as high school diploma.
7. **“Online payment”**: Electronic payment method via website connected with OceanBank through payment intermediaries or by using online payment appliance of OceanBank E-banking.
8. **SMS**: Short Message Service to deliver or receive messages via mobile.
9. **“Easy SMS Banking”**: Electronic Banking service enabling customers to make non-financial transactions with OceanBank at any time and any where via SMS or to receive message from OceanBank related to account and other banking services.
10. **“Easy Internet Banking”**: Electronic Banking service enabling customers to make transactions with OceanBank at any time and any where via computers/mobile devices connected to internet by logging in official website of OceanBank.
11. **“Easy OceanBank Mobile”**: Electronic Banking service solely used for smart phone, enabling customers to make financial and non-financial transactions with OceanBank at any time and any where via applications installed in the smart phones. Transactions are made in via application in smart phones by connecting with GPRS/3G/4G/WIFI.
12. **“Card Accepted Unit”**: an individual or organization that accept cards as a form of payment for goods and services, providing the services of cash depositing into and withdrawal from cards.
13. **“ATM”**: Automated Teller machine - a device which can be used by cardholders to: make deposit or withdrawal of cash, money transfer, bill payment, account and card inquiry, or use other services.
14. **“POS”**: card machine installed at “Card Accepted Unit”.
15. **“Cash Advance Unit”**: including: automated transaction machines, cash withdrawing machines, transaction network of card issuers and acquirers, Card Accepted Unit authorized by and signing contracts to provide cash services to cardholders who can use cards to withdraw cash.
16. **“Easy Standard”**: Service package enabling customers to make account inquiry; enabling customers that have already registered to use Easy SMS Banking to be notified of account balance change.
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18. **“Easy Advance”**: Service package allowing customers to make account inquiry and financial transactions such as money transfer, saving deposit, bill payment, topup...
18. **“Easy Super Advance”**: Service package with similar features to Easy Advance package, and allowing customers to make financial transactions with high limit (customers must meet requirements published by OceanBank from time to time).
19. **“Easy Premium”**: Service package with similar features to Easy Advance package, and allowing customers to make financial transactions with high limit (no requirements needed).
20. **“Token”**: A small handy device provided to customers in order to get authenticated password for making transactions in Internet Banking, the authentication key generated by the Token is renewed after a specified cycle to ensure security and confidentiality;
21. **“Token Seri No”**: series printed in the back side of Token by manufacturer.
22. **“SMS OTP”**: one-time password messaged to the customer's registered mobile number when customers login and/or make transactions in Easy Internet Banking/Easy OceanBank Mobile. The password is valid within a certain time (normally 02 minutes).
23. **“Soft OTP”**: is an integrated software on Easy OceanBank Mobile application, allowing customers to quickly and securely authenticate when performing financial transactions on Easy OceanBank Mobile application. For Soft

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OTP, a unique random authentication code is generated for the customer after a certain period of time according to each transaction, then the code will be automatically filled on the transaction screen to shorten the operation time. and increase security for customers.

24. **“Biometric authentication”**: method to authenticate transactions based on customer’s solely physical and biological characteristics such as finger print, iris, face recognition... when customers login and/or make transactions in Easy OceanBank Mobile.
25. **“Payment instructions”**: Customer’s request/instruction related to money transfer between accounts within OceanBank or interbank transfer
26. **“PIN”** (Personal Identification Number): Personal Secret number provided by Card Issuer to Card Holder or chosen by Card Holder to authenticate cardholder when making card transactions. In electronic transactions, PIN is considered as cardholder’s signature.
27. **“CVV2 number”**: (Card Verification Value 2): Number to verify cards when cardholders make card-not-present transactions (ie online purchase transactions, online booking...)
28. **“FATCA”** (Foreign Account Tax Compliance Act): Tax Compliance Act regulating cross-border accounts of US citizens
29. **“CIF number”**: Customer Identification Number provided automatically by OceanBank Corebanking to provide and manage customer’s information. This number is provided to customers when making first transaction with OceanBank such as: opening current account, saving account,
30. **Beneficial owner**: An individual who has actual ownership of an account, has governing power when a customer makes a transaction for this individual or an individual has the governing right to a legal entity or an investment trust agreement.
31. **Politically Exposed Person (PEP)**: is a foreign individual assigned to senior positions in the relevant foreign agencies and organizations and related persons (including a close partner or family member of that individual) in accordance with regulations on prevention of money laundering of OceanBank and law.

II. Terms and conditions for opening and using individual’s account, card and Electronic Banking services

Clause 1. Account Holder’s Rights and obligations

1.1 The current account holder shall have following rights

1.1.1 Account Service

- a) To use the amount of money on his/her account for performance of legal and valid payment orders in Credit balance and overdraft limit (if allowed); OceanBank shall facilitate the account holder to use the current account conveniently and safely;
- b) To select the means of payment, services and utilities of payment offered by OceanBank;
- c) To be supplied with information on payment transactions, account balance, account blockage or freeze, and other necessary information during the use of account as per the agreement with OceanBank in this application;
- d) To authorize another person to use the current account in accordance with applicable laws and regulations;
- e) To request OceanBank to temporarily lock, close the current account upon necessity;
- f) To be entitled to earn interest from Balance on the current account at non-term interest rate. The interest rate shall be determined by OceanBank and publically announced on website: www.oceanbank.vn and/or at OceanBank’s counters;
- g) To complain to OceanBank on problems in opening and using the current account. The customer may file trace request/complaint within 60 days from the date on which the related transaction is made;
- h) To receive all advertisement information related to OceanBank’s products, services, promotion programs through email, SMS or other channels as per agreement with OceanBank;
- i) Other rights in accordance with the law or any written agreement between the account holder and OceanBank, which are not contrary to the prevailing laws and regulations.

1.1.2 Debit Card Service

- a) To use cards for processing goods and services payment transactions, cash withdrawal and some other services at ATM/POS/ Cash Advance Unit and/or and/or over the Internet through online payment applications;
- b) To use cards linked with registered VND or foreign currency account (as per prevailing law). In case the currency of registered account is different from that of the transaction, the applied exchange rate is the buying transfer rate announced by OceanBank at the time of making transaction;

- c) To complain on any error arising when using cards (if any). The maximum complaint period is 60 days from the date of transaction. For cards whose BIN issued by the State Bank, after receiving the first tracing request result, customer is allowed to make tracing request for the second time and the third time within 10 working days from the date customer receives the latest tracing request result;
- d) To request OceanBank to issue supplementary card upon approval of OceanBank and in conformity with prevailing regulations; There is only one primary cardholder, who has all rights to make requests on the use of supplementary cards;
- e) To request to stop using cards. To request to reissue cards in case of lost/damaged.

1.1.3 Electronic Banking Service

- a) To use all features of the registered Electronic Banking Service Package developed and announced on website www.oceanbank.vn and/or at OceanBank's counters;
- b) To request for stopping or instructing, changing the use of the registered Electronic Banking Services at any time by written notice to the Bank;
- c)
- d) To request, accept and approve OceanBank to pay and collect on behalf of customers;
- e) To complain to OceanBank on any issues arise during cards use and to be guided with security measures with regard to registered Digital Banking Services.

1.2 The current account holder shall have following obligations

1.2.1 Account Service

- a) To maintain sufficient balance on the current account to pay for processed payment orders and any relevant fees as prescribed in OceanBank's fee schedule, In case where there exists an overdraft agreement with OceanBank, any related obligations must be fulfilled upon spending in excess of the account balance. Agree that OceanBank shall temporarily lock the current account in case we have any financial obligations with OceanBank which are unpaid on due date and unlock the current account when all our overdue obligations with OceanBank have been completed. To maintain a minimum balance on the current account as stipulated in OceanBank's fee schedule that is publically announced on website: www.oceanbank.vn and/or at OceanBank's counter;
- b) To implement regulations on this "Terms and conditions for opening and using current account" and in accordance with laws and regulations on opening and using current account;
- c) To supply complete, clear and accurate information relating to the opening and using of current account as prescribed by OceanBank;
- d) To comply with OceanBank's guidance on establishing payment order(s), using payment instrument(s), making payment transactions through the account in conformity with applicable law; To take responsibility for using safety measures upon payment service;
- e) To timely notify OceanBank upon finding out any errors, mistakes on his/her account or having a doubt that his/her account is misused by filling in "Trace request and complaint on current account services"; To timely notify the changed information and send related documents to OceanBank within 05 (five) days upon arising any change in the information of the current account opening documents;
- f) To take responsibility for any damage caused by the mistakes or being misused, defrauded upon using payment service via account at his/her fault;
- g) To refund or coordinate with OceanBank in refunding the amounts which were credited to his/her account by virtue of errors, mistakes and can't prove to be legal owner;
- h) Not to lease, lend his/her current account;
- i) Not to use the current account for transactions in relation to money laundering, terrorism financing, swindling, fraud or any other illegal acts.

1.2.2 Debit Card Service

- a) To provide complete and accurate information prescribed by OceanBank and other competent organizations or individuals when requesting to issue cards and during the use of cards;
- b) To make full and due repayment of loan amounts and card fee as per OceanBank's current regulation. OceanBank's charges and fees for card services may be changed from time to time to be suitable with current laws and to be publically announced on website: www.oceanbank.vn and/or at OceanBank's counters. The notification date should be at least 07 days prior effective date of these changes;
- c) To pay tracing fee in case of wrong or incorrect complaint;

- d) To directly receive or authorize other person to receive card/PIN at OceanBank. The authorization letter is made in the form accepted by OceanBank and as per prevailing regulations;
- e) To collect card at OceanBank within 90 days from the date of issuance. After the period is over, the card shall be cancelled whereas the cardholder shall still responsible for any relevant issuing fees;
- f) To change PIN promptly after receiving card to activate the card. The cardholder is responsible for securing all card information, such as: card number, expiry date, PIN, CVV2 number ... and is not allowed to transfer or give the card to other person for use. The cardholder shall be fully responsible in case of card exploitation due to card information is disclosed or card is given to other person for use;
- g) To sign the specimen signature by ball point pen on the back of the card upon card receipt. Whenever making payment at “Card Accepted Unit”, cardholder must sign in the invoice with the registered specimen signature. Cardholder is responsible for making full repayment of all transactions made with his/her signature and/or other transactions;
- h) To be responsible for and bear any risks related to online transactions made via Internet in accordance with prevailing law;
- i) To be responsible for any prepayments and deposit services that later not used and failed to promptly advise the cancellation to Card Accepted Unit;
- j) To promptly notify OceanBank when the card is lost or PIN is disclosed in order to be supported for temporarily locking the card. Then, cardholder must provide OceanBank with the following information in written form: Cardholder name, card number, expiry date, lost place, lost time, and cardholder’s national identity / Passport number. Cardholder is not allowed to reuse the card that is reported as lost and must return it to OceanBank for cancellation as per regulation, avoiding any possible risks to cardholder;
- k) To be responsible for making full repayment of any transactions made before the card is locked by OceanBank;
- l) To return to OceanBank any amount incorrectly credited to cardholder’s account due to errors of the information and processing systems ... and does not belong to cardholder;
- m) Not to perform transactions that is not conformity to the prevailing law of Vietnam and/or related country;
- n) To conform to terms and conditions stated in this document and to other regulations of OceanBank, Card organizations/associations and relevant regulations on issuing and using cards.

1.2.3 Electronic Banking Service

- a) To use OceanBank’s Electronic Banking services for correct purposes and in accordance with the law;
- b) To conform OceanBank’s regulations on service registration and usage, and other instructions that is in conformity with prevailing law;
- c) To change password at the first log-in into Easy Internet Banking/Easy OceanBank Mobile upon receiving login information provided by the bank. The password must be at least 8 characters long, including letters (uppercase and lowercase letters) and digits and special character should have. The maximum password validity is 12 months. To secure user name, log-in password and token information. To notify OceanBank promptly in case of card lost;
- d) To secure customer’s own user, password, OTP and Soft OTP; and to take fully responsibility and damage if any due to illegal login and usage of unauthorized person;
- e) Customers must ensure that their email, phone number used to register OceanBank’s services are valid, activated and only customers have legal right to access and use those. Customers must notify OceanBank promptly of any changes on his/her registered email address, mobile number. Whenever having any changes on information registered with OceanBank, customer must notify OceanBank of new information within 05 days from change date. Unless being notifying by customer, OceanBank will continue providing services through the customer’s currently registered email address and mobile number;
- f) To be responsible for any mistake or fraud in using Electronic Banking service due to his/her fault;
- g) To take all responsibilities and risks (if any) related to online transaction made via Internet;
- h) To be responsible for the prepayments and deposits that later not used and failed to advise in time to Card Accepted Unit of cancellation;
- i) To be responsible for making full repayment of all transactions made before the Easy Internet Banking/Easy OceanBank Mobile account is blocked by OceanBank as per customer’s request;
- j) To return to OceanBank upon the bank’s request all amount that is incorrectly credited due to incidents of the information and processing systems ... and is not legally belonged to customer;
- k) Not to perform transactions that is not conformity to the prevailing law;

- l) To be responsible for any cost or damage that may arise due to customer's performance not as per terms and conditions of this document;
- m) To cooperate with OceanBank in solving any issues arise from mistake or problem during the service usage;
- n) To be abided by all terms and conditions stated in this document to the extend of customer's rights and liabilities during service usage time even when the service has been terminated by customer;
- o) In case of using Electronic Banking services, receiving SMS OTP and email, ... customer agrees that:
 - SMS is considered to have been already sent to customer whenever it has been sent by OceanBank's service provider whether customer actually receive the message or not.
 - For Easy SMS Banking service: OceanBank does not guarantee the confidentiality of any information or service message and is not responsible for the access to and usage of service information and message by unauthorized party since when such information and message are sent and/or received by OceanBank's service provider. Customer agrees that OceanBank is exempt from liabilities in such cases.
- p) Unless having notified to OceanBank, customer admit that any access to Electronic Banking service correctly by his/her username and password and/or other identifier element provided by OceanBank is considered as to be made by customer himself;
- q) To agree to provide all information necessary for using the bank's Electronic Banking services as per OceanBank's request. To guarantee that all provided information to OceanBank is accurate, complete, honest and updated. To be held responsible for all risks (if any) arise as the result of his/her providing of the inaccurate, incomplete, dishonest and not up to date information to the bank;
- r) To undertake not to provide OceanBank's information with regard to providing Electronic Banking service to any third party except to competent authorities in accordance with the law or under OceanBank's approval;
- s) OceanBank shall not be held responsible for any disputes arise between customer and beneficiary with regard to payment instructions. Customer shall be held fully liable under the law and the beneficiary for any financial and civil transactions of which payment orders are processed through OceanBank services;
- t) To undertake to have fully understood and agreed with all terms and conditions when applying for or activating OceanBank's Electronic Banking services and to be responsible for any risks and damages that may occur;
- u) To conform to all regulations on service fee payment as stated in OceanBank's fee schedule which is publicly announced on website: www.oceanbank.vn and/or at OceanBank's counters.

Clause 2. Rights and obligations of OceanBank

2.1 OceanBank shall have following rights

2.1.1 Account Service.

- a) OceanBank shall be entitled, at the own discretion, to deduct from (Debit to) the payment account of customer in following cases:
 - For collecting due, overdue debts, interest and other charges arising during the account management and supply of payment services as per the written agreement signed with the customers in conformity with applicable laws and OceanBank;
 - For payment obligations upon request by competent state regulator that account holder has to pay, as: in judicial execution of decision on administrative sanction, judgement enforcement decision, tax collection decision or other payment obligations in accordance with laws and regulations;
 - For adjusting items that are wrongly accounted, or that are not accounted to the right nature or not conformable to the details of the payment account in accordance with applicable laws and regulations and notify the account holder for information;
 - Upon finding out the customer's account is Credited wrongly or upon request for cancel of Credit order from the remitting payment service supplier because such remitting payment service supplier finds out some mistakes against the payment order of the remitter;
 - For fees refer to use the payment account as stipulated in OceanBank's banking charges, that posted in public on website: www.oceanbank.vn and/or posted in public at OceanBank's counter;
 - For collecting OceanBank's penalty fee for customer's violation of OceanBank's service regulations or agreement in conformity with applicable laws;
 - For regular payments as per the agreement between the account holder and OceanBank;
 - To deduct required under the provisions of FATCA (If any);
 - Other cases in accordance with laws or written agreement between the account holder and OceanBank.
- b) To refuse the payment order of account holder in following cases:

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- The account holder fails to fulfill requirements of payment procedure, payment order is invalid, or not compatible to registered details in the account opening file or not conformable to the agreement between the account holder and OceanBank;
 - Balance on the payment account is insufficient or in excess of the overdraft limit (If any) for performing the payment order;
 - The payment account is temporarily locked, totally blockaded or the payment account is being closed, the payment account is temporarily locked or blockaded partially whereas the remaining balance that is not locked, blockaded, is not sufficient (for the case of overdraft) or is in excess of the overdraft limit (if any) for performing payment orders;
 - Upon receiving a written request from a competent state regulator or having appropriate evidence showing that the payment order is for the purpose of money laundering, terrorism financing as stipulated by laws and regulations on anti-money laundering.
- c) OceanBank shall freeze a part or total of the amount on the customer's current account in the following cases:
- According to the customer's request.
 - A written request issued by a competent regulator is presented in accordance with applicable laws and regulations;
 - OceanBank determines that there are mistakes or errors in Crediting customer's current account or there are request for refund from payment service provider because there are mistakes or errors in the transaction compared to the payment order of the remitter; in such case, the frozen amount on the current account shall not exceed the amount incorrectly credited or transferred;
 - When the customer has any financial obligations with OceanBank that are due but have not been paid
 - When discrepancies or unusual signs are detected during the process of opening and using customer's account
 - When there is a basis to suspect that the customer's account is fraudulent or violates the law
 - When suspecting or discovering that the account holder has committed prohibited acts such as:
 - Open or maintain a payment account, anonymously, impersonate, buying, selling, renting, leasing, borrowing, lending accounts; renting, leasing, buying, selling, opening bank cards on behalf of others; stealing, colluding to steal, buying, selling account information, bank card information;
 - Performing, organizing or facilitating the implementation of acts: using or taking advantage of accounts to gamble, organizing gambling, cheating, defrauding, illegal business activities and other law violation.
 - According to other signed agreement between customer and Oceanbank.
 - Other cases in accordance with the law.
- OceanBank shall end the freeze of current account when one of following conditions is met:**
- The freezing period ends;
 - According to signed agreement between customer and Oceanbank or at the customer's request
 - A written request on ending current account freeze is submitted by competent authority;
 - Oceanbank has completely resolved errors and mistakes in transaction payments;
 - Oceanbank has verified or customer has proven that the reason of freeze no longer exists.
- d) OceanBank shall close, make change or settle the balance of account according to agreement with the account holder and in conformity with the Law; OceanBank shall carry out procedures for closing a customer's current account in the following circumstances:
- The account holder submits a written request on closing current account and has settled all relevant obligations. In case the account holder is under the age of 15 or has restriction on civil act capacity or has lost his/her civil act capacity, or has limited cognition and behavioral control, his/her guardian or legal representative shall carry out procedures for closure of current account";
 - Holder of a personal current account is deceased, declared as dead, missing or having lost his/her civil act capacity;
 - The entity holding the current account terminates its operation in accordance with applicable laws and regulations;
 - The account holder breaks the terms and conditions of the agreement on opening and use of current account signed with OceanBank.
- e) To close customer's account in one of the following cases:

- Account holder infringes on payment regulations, commitment or agreement on opening and using current accounts or other agreement with OceanBank;
- Account balance is zero and has not been active for consecutive 12 months.
- f) To decline account holder's request on closing current account when the account holder has not settled his/her payment obligations under an enforcement decision of competent state authority or has not fully paid the payables to OceanBank;
- g) The remaining balance after the closure of a current account shall be settled as follows:
 - To make payments upon request by the account holder or in case the account holder is under the age of 15 or has restriction on civil act capacity or has lost his/her civil act capacity, or has limited cognition and behavioral control, by his/her guardian or legal representative, or in case the account holder deceased or is declared as dead or missing, by the inheritor/representative of the inheritor;
 - To make payment under the decision of the court;
 - To be settled in accordance with applicable laws and regulations in the event where the legal beneficiary to the balance on the account has already been notified but failed to come up to receive or as per a prior written agreement with the account holder in conformity with applicable laws and regulations.
- h) To stipulate and apply measures of safety, security in the opening and use of payment accounts in accordance with applicable laws and regulations;
- i) To request customer to provide relevant information when using banking services in accordance with applicable laws and regulations;
- j) To stipulate on the minimum balance on the payment account, which shall be announced publicly and guided in details to the customer;
- k) To actively convert the credited amount in foreign currency into VND at applicable buying transfer rate upon receiving correct credit instruction from remitting bank. Customer's VND account number must be stated in the remittance instruction and be accurate and correct as that in OceanBank's corebanking system;
- l) Not to take responsibility for any damage caused by the mistakes or being misused, defrauded upon using payment service via account at customer's fault;
- m) To provide a competent state regulator the payment account's information, transactions and other information for the investigation, complaints and disputes in accordance with applicable laws and regulations;
- n) Not to be held liable for any risks related to customer's online payment or online purchase via the Internet with third party in accordance with applicable laws and regulations;
- o) To send all advertisement information related to OceanBank's products, services, promotion programs through email, SMS or other channels except for having other agreements with OceanBank;
- p) To provide customer information to independent audit consultants and service providers for OceanBank on the basis of information confidentiality agreements;
- q) Other rights in accordance with laws or written agreement between the account holder and Oceanbank, which are not contrary to prevailing law and regulations.

2.1.2 Debit card service

- a) To actively debit customer's account to collect fees and charges related to card service management as per written agreement with customer in conformity with prevailing law. Such fees and charges are subject to change at any time in accordance with the law and are publicly announced on website: www.oceanbank.vn and/or at OceanBank's counter;
- b) To lock/stop card use without refunding all charges and fees in the following cases: customer has violated the terms and conditions agreed in written form with OceanBank and/or OceanBank have received decisions/written request from competent authorities and/or OceanBank suspects fraudulent activities or risks;
- c) To revoke card if cardholders do not come to receive cards after 90 days from the issue date without refunding the issue fee;
- d) To request customers to provide related information when using OceanBank's services in compliance with the law;
- e) To discard transactions made by supplementary cardholders or authorized person in case of detecting suspicious signs of the conformity and legality of such person;
- f) To temporarily stop providing services without prior notification to customer whenever customer fails to comply with security requirements or there is trouble with telecommunication service providers. OceanBank shall not be held responsible in case any force majeure events happen in the informing process (such as information is sent multiple times, not sent or not sent properly..., all of which not due to OceanBank's fault) Not to be held liable in

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case of malfunctioned processing and communication systems, customer's using improperly registered mobile number for OceanBank's Electronic Banking service or in any other cases that are beyond OceanBank's control;

- g) Not to be held liable in case of malfunctioned processing and communication systems or in any other cases that are beyond OceanBank's control;
- h) Not to be held liable in case of customer's card is taken advantage of, missing or lost without being promptly notified to OceanBank;
- i) To decline customer's tracing request made after 60 days from the date of transactions;
- j) To revoke customer's cards and/or to change product regulations, fee schedule, and transaction limit at any time by prior notification to customers at OceanBank's counters or via the bank's agents/customer's registered email/permanent resident address/mobile number. OceanBank is not responsible for any issues arising when OceanBank's notice sent to customer's registered address has been unable to reach customers due to their failure in notifying OceanBank on their new address and/or contact information;
- k) Other rights as regulated by the Law.

2.1.3 Electronic Banking Service

- a) OceanBank shall be entitled, at the own discretion, to deduct from (Debit to) any current account of customer for charges in accordance with OceanBank regulation;
- b) To revoke customer's login username/password for banking services and/or to change product regulations, fee schedule, and transaction limit at any time by prior notification to customers at OceanBank's counters or via the bank's agents/customer's registered email/permanent resident address/mobile number. OceanBank is not responsible for any issues arising when OceanBank's notice sent to customer's registered address has been unable to reach customers due to their failure in notifying OceanBank on their new address and/or contact information;
- c) To lock/stop providing Electronic Banking services to Customers without refunding collected fees and having prior approval from customer in the following cases:
 - Customer has violated terms and conditions as agreed in written with OceanBank;
 - Customer's service usage may cause harmful to the safety and security of OceanBank's system;
 - OceanBank stops Ebanking system's operation or upgrades the system;
 - OceanBank receives the written decision/request from competent authorities;
 - OceanBank suspect fraudulent activities or risks;
 - Other force majeure situations prescribed by the law;

In such cases, OceanBank is responsible for notifying customers before or after having changed, locked or stopped providing service (in each case) via mobile phone, email or mail to customer's registered address or on website: www.oceanbank.vn.

- d) To decline transactions in case of detecting illegal signs;
- e) Not to be held liable for any loss or risks may arise when service providing meet force majeure circumstances (information is sent multiple times, not sent or not sent properly..., all of which not due to OceanBank's fault);
- f) Not to be held liable in case of malfunctioned processing and transmitting system, customer's using improperly registered mobile number for OceanBank's Electronic Banking service or in any other cases that are beyond OceanBank's control;
- g) Not to be held liable in case of customer's Electronic banking account is disclosed or taken advantage of but customer have not yet notified OceanBank;
- h) Not to be held liable for risks relating to customer's online payment or online purchase via Internet;
- i) Not to be held liable for customer's loss and damages arising while using OceanBank's services unless such loss and damage is determined to be at OceanBank's fault;
- j) To provide competent authorities Ebanking transaction information and other related information to serve tracing, making claim, disputing as per prevailing law. To refuse customer's trace request in case of receiving such request after 60 days from the transaction date;
- k) Other rights as regulated by the law.

2.2 OceanBank shall have following obligations

2.2.1 Account Service

- a) To guide customer to comply with the regulations on preparing the service registration documents, the transaction documents and other regulations on using the payment account;
- b) To process fully and timely the customer's payment orders, service utilization requests in conformity with applicable laws or written agreement between OceanBank and customer. To control the customer's payment orders,

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ensuring the orders are processed validly in conformity with applicable laws and regulations and in compatible with the customers registered information; To provide adequate and timely services, payment facilities that are necessary for serving the customer's transaction needs;

- c) OceanBank shall receive trace requests and/or complaints from customers during their use of current accounts by following the rules below:
 - OceanBank shall receive trace requests and complaints by two methods, including: via telephone exchange (with recording) and via transaction offices of OceanBank that is required to ensure the verification of information provided by the customer. In case OceanBank receives trace requests and complaints by telephone, customer shall supplement "Trace request and complaint on current account services" in OceanBank's form in the following day as the official request to the Bank to process the request;
 - If no reasons are found or no faults is determined within the time limit for a trace request/ complaint, within 15 following business days, OceanBank's branch must reach an agreement with the customer on measures against such trace request/ complaint.
- d) To store and update specimens of signatures and seals (If any) of customers for the purpose of verification and investigation during the use of current account;
- e) To timely Credit to the customer's payment account for inward remittance orders and cash deposits; to timely adjust/refund the amounts that were wrongly Debited/improperly recorded to the customer's current account;
- f) To timely and fully notify customer of the balance and executed transactions of the current account and the freezing/blockage of current account and other necessary information in writing or by other methods specified herein and to be held responsible for the correctness of the provided information;
- g) To keep information related to the current account and transactions on the current account of the account holder confidential in accordance with applicable laws and regulations and written agreement between OceanBank and the customer. The informations is only provided to third party in case OceanBank receives written request from competent state regulator in accordance with applicable laws and regulations or as per prior written agreement with the account holder To timely update information upon having any change in the opening file customer's payment account. To maintain the opening file of account and documents of account transactions in compliance with applicable laws and regulations;
- h) The informations related to the opening and use of current account shall be guided in details and announced publicly to the customer;
- i) To be held liable for any damage caused by mistakes or misconducts, fraudulent activities on the customer's current account at OceanBank's fault;
- j) To comply with laws and regulations on anti-money laundering and counter-terrorism sponsor;
- k) Other obligations in accordance with applicable laws and regulations.

2.2.2 Debit card and Electronic Banking service

- a) To guide Customer to follow strictly all regulations on service registering dossiers and other related regulations on using OceanBank's services; To detect and timely adjust incorrect information input or usage;
- b) To fully and timely process customer's payment orders, service requests in accordance with OceanBank's regulations and with the terms and conditions hereof;
- c) To pay and collect on behalf of customers upon customers's requests;
- d) To preserve, store customer's service registration dossiers and transaction documents in accordance with prevailing law;
- e) To guide and publically announce all related information on terms and conditions of using OceanBank services for individual customers;
- f) To ensure that the card and Ebanking systems operate in stable and safe manner and in conformity with relevant regulation on service providing;
- g) To take action on cardholder's trace request and complaint on card usage, which are made in proper manner and within tracing period.
- h) To provide Electronic Banking service and process customer's Ebanking transaction upon receiving correct login information such as: user name, login password, token password (password authenticated via SMS or Token key or through biometric authentication...);
- i) To promptly lock cards when receiving card lost or exposed card information notice from cardholder within 05 working days for the card whose BIN is issued by the State Bank or 10 working days for the card whose BIN is issued by an international card association from the date on which the notice is received;

- j) To secure information on customer's Ebanking login account, transaction information in accordance with laws, regulations and agreement between OceanBank and customers. These information shall be provided to a third party only in the case of being requested by competent authorities or approved by customers;
- k) Other responsibilities in compliance with the Law.

Clause 3. Adjusting, supplementing “Term and conditions for opening and using current account - Individual”

- 3.1** OceanBank may change any information herein at anytime in accordance with applicable laws as well as in line with customer's interests and OceanBank's interests;
- 3.2** Five days prior the amended “Term and conditions for opening and using current account - Individual” comes into effect, OceanBank shall announce to the customer the change by publicly displaying on website: www.oceanbank.vn and/or posting at OceanBank's counter and/or sending to customer by one of the following facilities: email, telephone, sms or other methods stipulated herein. Once OceanBank successfully announce the change by one of the above method, it shall be deemed that customers have received OceanBank's announcement;
- 3.3** Account Holder shall be deemed as agreed with amendment on “Application for and contract on opening and using current account – Individual”, if he/she doesn't complete account closing procedure before effective date of the amendment, or within 05 (five) working days from the date of notice of amendment (if a valid date is absent from the notice). If an account holder doesn't agree with the change/amendment, he/she shall stop using this banking service in accordance with “Term and condition for opening and using current account - Individual”.

Clause 4. Adjusting, temporary locking, extending and terminating registered services in “Application and contract for opening and using current account - Individual”.

OceanBank may change, amend services; may lock/temporary lock/terminate/decline/amend/supplement/change interface/change service's name and any other adjustments related to providing customer service.

In case the above events happen, OceanBank shall announce on website and send to customers by means of: email, telephone, sms or any other methods that customer have registered herein. The change/amendment shall be valid from the date that fixed in OceanBank's notice. If customers continue to use service after such date, it shall be deemed as customer's acceptance of this change/amendment. If account holder do not agree with this change/adjustment, he/she shall stop using the related banking service in accordance with the terms and conditions stated herein.