

**Terms and Conditions for Biometric Fast Identity Online Log in and
Authentication of Cathay United Bank – Ho Chi Minh City Branch
 (“Terms and Conditions for Biometric Authentication”)**

(Effective from date 15/04/2024)

These Terms and Conditions for Biometric Authentication of Cathay United Bank – Ho Chi Minh City Branch (the “**Bank**” or “**CUB**”) is applied for registration and use of biometric authentication methods for individual customers (“**Customer**” or “**You**”). These Terms and Conditions for Biometric Authentication governs the rights and obligations of the Bank and the Customer in the course of using biometric authentication methods when using CUB's products and services.

Please carefully read the Terms and Conditions for Biometric Authentication as prescribed below and pay more attention to your security responsibilities mentioned herein. If you may breach any of your regulations and/or obligations stated in the Terms and Conditions for Biometric Authentication, you shall be liable for the transactions as performed by your account on Bank’s Application in any circumstances, including but not limited to the case that you did not authorize them.

By ticking in the “**Agree and Continue**” button, you are considered to have fully read, understood and agreed to these Terms and Conditions for Biometric Authentication:

1. Definitions:

- (i) “**Biometric Authentication**” refers to a fingerprint, face recognition and any other unique biological characteristics of individuals by which only one mobile device manufacturer at the same time allows a user to authenticate their identity for the purposes of unlocking their mobile device and access to the specific applications including Bank’s Application.
- (ii) “**Bank’s Application**” refers to a mobile application provided by the Bank to individual customers to register their accounts, conduct transactions, process, and procedures relating to Digital Consumer Loan by remotely using a mobile device.
- (iii) “**Bank’s Website**” means the Bank’s official website at <https://www.cathaybk.com.tw/vn/hcmc/> or <https://www.vn.cathaybk.com>
- (iv) “**Digital Consumer Loan**” means an unsecured loan product as provided by the Bank to individual customers that is (i) for serving the individual customer’s life demands, i.e., to pay consumption or living expenses of the individual customer and of his/her family; (ii)

electronically executed by the Bank and the individual customer via methods permitted by prevailing regulations; and (iii) disbursed directly to the individual customer's current account.

2. Terms for using Biometric Authentication

- (i) You agree to use the built-in Biometric Authentication features (including but not limited to Touch ID of Apple iOS 9 or above, native fingerprint/face/iris recognition of Google's Android 6.0 or above) in your mobile device as a mean of authentication and authorization method to use the Bank's Application. Touch ID is an electronic fingerprint recognition feature designed and released by Apple Inc that allows users to unlock devices.
- (ii) Once you agree to these Terms and Conditions for Biometric Authentication, and after you enter an SMS OTP password and successfully activate the Biometric Authentication feature, your mobile device will be bound with FIDO technology (Fast Identity Online) to provide you with a more secure authentication login. If your mobile device version does not support the required version of the FIDO technology, you will not be able to use the Bank's Application with Biometric Authentication. (For more information on the FIDO technology, please go to <https://fidoalliance.org/>).
- (iii) Biometric credentials used in Biometric Authentication is unique and unchangeable; therefore, please set up and use Bank's Application with the utmost discretion and keep your mobile device properly. The Bank and the FIDO Alliance will not retain your biometric information (the picture/face/fingerprint) on your mobile device. To learn more about biometric authentication technology, please read the instructions provided by your device manufacturer.
- (iv) Once Biometric Authentication in Bank's Application has been activated, you have to re-activate Biometric Authentication in Bank's Application by following the same steps as stated above if you wish to switch to the new mobile device.
- (v) Biometric Authentication may fail due to malfunction of mobile devices, wet or dirty fingers, changes in facial appearance, lighting, camera angle, or poor network connections. If the number of login or transaction approval consecutive identification failures reaches the system limit set, then you shall follow below instruction:
 - For login Bank's Application: When Biometric Authentication is

locked. You need to login with phone number and password instead.

- For transactions:
You can use PIN code or redo the transactions later.

3. Rights and obligations of the Customer:

- (i) The Customer shall be responsible for ensuring the registration process, the operation of using accurate and complete Biometric Authentication method in accordance with the instructions of CUB.
- (ii) The Customer shall be responsible for securing the devices setting up the Biometric Authentication method or the device receiving the OTP code, taking measures to prevent and block the unauthorized use of such devices within their capabilities.
- (iii) The Customer are obliged to keep information of Biometric Authentication method and/ or other relevant information provided by CUB.
- (iv) Only the Biometric Authentication methods provided by CUB on the official transaction channels, prescribed by CUB from time to time, are legally valid and binding on the related parties.
- (v) The Customer shall be liable to pay relevant fees to CUB for registering and using Biometric Authentication method as listed and provided by CUB from time to time (if any). The Customer agrees to let CUB automatically debit any Customer's payment account to collect such fees and financial obligations incurred to pay CUB when the Customer uses the Biometric Authentication method.
- (vi) The Customer shall take full responsibility when the username, password, Biometric Authentication information is revealed, stolen, taken advantage of due to the Customer, even when these Terms and Conditions for Biometric Authentication expires.
- (vii) The Bank may request you to update the biometric information at any time due to business needs; you may also actively update the biometric information according to the method specified by the Bank.
- (viii) All transactions confirmed using the Biometric Authentication provided by Bank's Application, and the verification method designated by your mobile device which has been registered with the Bank by you shall be deemed to be made by you. If it is suspected that the Biometric Authentication is fraudulently used or misappropriated by any third

party, you shall immediately notify the Bank to lock your account and take any preventive measures. If the Bank suffers any damage, you shall be responsible for compensation.

4. Rights and obligations of the Bank:

- (i) The Bank may change, discontinue, or terminate the Biometric Authentication upon the announcement made on the Bank's website due to any change of laws or regulations which affect Bank's Application, any order from the competent authority, or any other circumstances not attributable to the Bank. The Customer reserves the right to terminate/stop using Biometric Authentication for reasonable reason if the Customer does not agree with the changes provided from the Bank. To terminate/stop using Biometric Authentication, the Customer shall follow relevant procedures and guidance as given by CUB from time to time.
- (ii) The Bank may share Biometric Authentication related information (such information management) with Cathay Financial Group (including but not limited to CUB and affiliated companies, and outsourced agencies assigned by the Bank to handle affairs) due to the needs of performing Bank's Application. The Customer have the right to disagree with this clause by calling CUB hotline and raising the request following internal process of CUB; concurrently, the Customer understands and accepts to relevant consequences may arise from and in relation to such disagreement of the Customer in accordance with this Terms and Conditions for Biometric Authentication, other relevant agreements between CUB and the Customer and/or relevant policies of CUB from time to time (including but not limited to CUB may, at its discretion, stop/ terminate providing Biometric Authentication service and/or any other related services to the Customer). If the Customer does not call to CUB hotline and click to the "**Agree and Continue**" button and provide OTP verification, it means the Customer has agreed with this clause.
- (iii) CUB has the right to actively stop providing Biometric Authentication methods to the Customer when:
 - For reasons beyond CUB's control, prevention and anticipation, CUB is no longer able to provide an authentication method or Customer is no longer subject to the authentication method specified in these Terms and Conditions for Biometric

Authentication and other relevant regulations of CUB, or Customer's authorized representative not approved by CUB.

- Due to changes in government policies, CUB is unable to continue providing these services to customers.
 - Other cases as stipulated by CUB in each period.
 - In case CUB proactively stops providing authentication methods to customers, CUB will notify customers in one of the following ways: Notification on website, notices on Bank's Application, written notices version, email or other forms regarding the suspension of CUB from providing authentication methods.
- (iv) To exercise the rights provided for in other provisions of these Terms and Conditions for Biometric Authentication, CUB's internal regulations and relevant provisions of law.

5. Limitation of liability

CUB shall not be liable for any loss or damage of Customer arising from/ due to:

- (i) Customer discloses/ discloses authentication information and/ or other information related to the transaction to others; or
- (ii) Interruption, delay, unwillingness or any incident occurred during the process of checking information and obtaining authentication code on the authentication methods registered by the Customer due to causes outside the reasonable control of CUB including: disruption of CUB 's system (due to need to be upgraded, repaired to better serve the Customer), transmission line problems of service providers Internet, transmission line incidents of telecommunication networks, electrical incidents, force majeure events such as epidemics, disasters, wars, terrorism, natural disasters, floods, fires, lightning strikes and/ or other events other force majeure events occur; or
- (iii) Incidents related to customer devices (including operating system problems); or
- (iv) Customer's equipment is used by other people with or without the customer's consent; or,
- (v) CUB 's compliance with the decisions of authorised state agencies.

6. Governing laws and Dispute settlement in the process of using biometric authentication method

These Terms and Conditions for Biometric Authentication is governed by Vietnamese laws. Any dispute arising out of or relating to these Terms and Conditions for Biometric Authentication shall be settled on the basis of negotiation between the parties. In case of non-negotiation, such dispute will be resolved at the authorized People's Court where CUB's office is located at the time of filing the lawsuit.

7. Changing the content of these Terms and Conditions for Biometric Authentication

- (i) CUB reserves the right to change the contents of these Terms and Conditions for Biometric Authentication by giving notice to the Customer. Customer is deemed to have received notification if:
 - These notices have been posted on Bank's Website; or
 - Be informed at CUB offices; or
 - Be informed via the Bank's Application; or
 - Sent to email or mobile phone or postal address provided by Customer to CUB.
- (ii) CUB is responsible for notifying Customer at least fifteen (15) business days before the effective date of changes of these Terms and Conditions for Biometric Authentication, unless such changes must be made immediately in accordance with applicable laws and regulations and/ or at the request of a governmental authority. If Customer continues to use the Service after the effective date of changes of these Terms and Conditions for Biometric Authentication, it is understood that Customer accepts such changes and CUB does not need to have any further Customer's acceptance.

8. Other provisions

- (i) Other matters not covered here are subject to relevant agreements between the Bank and the Customer (if any), the Bank's internal policies and prevailing regulations.
- (ii) In case any provision or a part of any provision herein is invalid by law, it will not affect the validity of other provisions of these Terms and Conditions for Biometric Authentication.
- (iii) These Terms and Conditions for Biometric Authentication are made in Vietnamese and English. In case of any discrepancy between English version and Vietnamese version, the Vietnamese version shall prevail.