

**AGREEMENT ON PROVISION OF CREDIT INFORMATION FOR VIETNAM  
CREDIT INFORMATION JOINT STOCK COMPANY (PCB)**

The Customer agrees with this Agreement on provision of Credit Information (“Agreement”) made by and between the Customer (Data Subject) and Vietnam Credit Information Joint Stock Company (hereinafter referred to as “PCB”) at the time when the customer registers an account or requests to use Individual Customer Services provided by PCB, this agreement is made below:

- 1. Customer:** is an individual with identifying information such as full name, ID card/Citizen ID card /Passport number, place of residence, phone number/fax/email such as customer information registered to create an account to use service.
- 2. Vietnam Credit Information Joint Stock Company**
  - Business registration certificate No.: 0102547296
  - Head office: 16<sup>th</sup> Floor, LPB Tower, 210 Tran Quang Khai, Trang Tien Ward, Hoan Kiem District, Hanoi.
  - Legal representative: Ms. Doan Hong Nhung

**3. Contents of agreement**

Pursuant to the Government's regulations on provision of Credit Information Services and other relevant laws, the Customer agrees to sign a written agreement to provide the customer's information to Vietnam Credit Information Joint Stock Company (PCB) with the following contents:

- a. Customer allows to provide the Customer's Information to Vietnam Credit Information Joint Stock Company (PCB) as follows:
  - Company’s name: VIETNAM CREDIT INFORMATION JOINT STOCK COMPANY (PCB)
  - Business registration certificate No.: 0102547296
  - 1<sup>st</sup> registration: 27/11/2007
- b. Customer agrees to allow PCB's partners to use the Customer's information regarding products and services provided by PCB for:
  - (i) Electronic invoices are provided by FPT IS Company Limited (“FPT”). The information displayed on the invoice, including Customer identification and other relevant details, will be stored by FPT in accordance with legal regulations. By requesting an invoice, the Customer agrees to allow FPT to collect Customer

information for the purpose of creating, processing, and storing electronic invoice data as prescribed by law.

- (ii) The provision of API services (including: FPT.AI OCR, Face Matching, Liveness Detection) is provided by FPT Smart Cloud Co. LTD.
  - (iii) The provision of intermediary payment services is provided by Vietnam Payment Solution Joint Stock Company (VNPAY) to enable the Customer to pay for and use PCB's Individual Customer Services (if applicable), including Customer identification, account information, and other relevant details, which will be used by VNPAY in accordance with legal regulations.
- c. The content provided Credit Information include: data, relevant data of the data subject. The provision of customer information to PCB ensuring compliance with the Government's regulations on provision of Credit Information Services and other relevant regulations of the law.
- d. PCB collects Customer Credit Information, stores credit information and processes them to create Credit Information products for provision to users.
- e. PCB's Use of Credit Information Scope:
- (i) PCB only collects Credit Information that the Customer has known and agreed sharing with the Participating Organizations and/or PCB, regarding the consent to provide Credit Information to PCB, in which the purpose of processing, type of data, processing methods, information about PCB, and potential unintended damages have been fully disclosed.
  - (ii) The Credit Information that PCB collects, stores, and processes includes basic personal data and sensitive personal data as stipulated by law.
  - (iii) PCB collects Credit Information to create Credit Information products and provide them to users for the following purposes:
    - To serve the needs of Participating Organizations to find, evaluate borrowers, and any other legal purposes as stipulated by law;
    - To provide Customers or authorized persons with Credit Information products about themselves for their legal purposes;
    - To serve competent State Departments in their public management activities as stipulated by law;
    - To serve other organizations or individuals in their legal purposes as stipulated by law.

- f. In case PCB changes the purpose or scope of use of the Credit Information collected which was previously notified to the Customer, this change must be notified and the Customer's consent must be collected again.
- g. In case PCB has its certificate revoked, the Data Subject agrees that the customer's credit information at PCB shall be processed in accordance with the Government's regulations on provision of Credit Information Services.
- h. The Customer has fully understood and known that: (i) The provided Credit Information includes sensitive personal data in accordance with the law on personal data protection; (ii) Credit Information including sensitive personal data is collected, processed, and stored for a minimum period of 5 (five) years for the purpose of creating Credit Information products by PCB's specialized software; and (iii) any consent of the Data Subject to this Agreement on provision of Credit Information is based on a voluntary basis and a clear understanding of the Data Subject's rights in accordance with the relevant regulations of the law.

## TERMS AND CONDITIONS OF USE OF CREDIT INFORMATION SERVICES FOR INDIVIDUAL CUSTOMERS

Vietnam Credit Information Joint Stock Company – Business code: 0102547296 (hereinafter referred to as “PCB”) is established and operated under Vietnamese laws and has the function of providing Credit Information Services (website: <https://www.pcb.vn/>).

### ARTICLE 1. GENERAL PROVISIONS

**1.1.** The "Terms and conditions for use of Credit Information Services for Individual Customers" (hereinafter referred to as the "Terms of Use"), together with the Application Form for Using Credit Information Services and the Credit Information Provision Agreement, shall constitute the Contract for Providing Credit Information Products between PCB and the Customer (hereinafter referred to as the "Contract"). By clicking to agree to this Contract, the Customer acknowledges having carefully read, fully understood, and agreed to be bound by the contents and terms stipulated and agreed upon between PCB and the Customer.

Before using the Credit Information Services for Individual customer (hereinafter referred to as “**Individual Customer Services**”) provided by PCB, you should carefully read the “**Terms and Conditions of use of Credit Information Services for Individual Customer**” (hereinafter referred to as “**Terms of Use**”), which is considered as a Legal Agreement between the Customer and PCB, and concurrently a recommendation to the customer before using the “**Individual Customer Services**”.

- 1.2.** Currently, PCB provides “**Individual Customer Services**” which include:
- a. “**Credit Report**” service is a service providing the Customer’s Credit Report, including identification information, information of the Loan Contracts. Regarding this service, PCB will provide the Customer free of charge with the first Credit Report of each year (upon request) (the Customer may use the service by accessing the link <https://thongtintindung.pcb.vn/> or downloading the application “**Thong tin tin dung**” on Google Play or App Store);
  - b. “**Prevention of Identity Theft**” solution (hereinafter referred to as “**ID365**”): is a solution related to checking Credit Information and protecting Customer's identity information (Customers have/have no relationship with the Participating Organization of PCB) (the link for the services: <https://pcb4u.pcb.vn/>).
- 1.3.** By accessing and accepting the “**Terms of Use**”, you confirm the following:
- a. To have clearly understood and agree to all content of the “**Terms of Use**”,

including the contents of the “**Terms of Use**” amendment published by PCB on its website at <https://www.pcb.vn/> without the Customer’s further confirmation of the agreement;

- b. Agree to use the “**Individual Customer Services**” of PCB;
- c. You are seeking to use the “**Individual Customer Services**” and do it yourself, not through authorization;
- d. contents that constitute the “**Individual Customer Services**” are accepted in the event of a dispute (if any), including but not limited to PDF formats, images, printed documents... v.v;
- e. All rules and procedures on the “**Terms of Use**” related to the “**Individual Customer Services**” of PCB are provided by the PCB’s procedure and Vietnamese laws;
- f. To have clearly understood that all Credit Information has been collected and stored on PCB’s database upon the Borrower’s consent as committed in the loan contract signed by and between Participating Organization and the Borrower.

In case of disagreement, you may cease the access and use of Individual Customer Services or exit from the website or uninstall the Individual Customer Services from your device.

## **ARTICLE 2. INTERPRETATION OF TERMS**

- 2.1. “Credit Report”:** refer to documents, publications, or other forms of credit information carriers created by PCB based on Credit Information collected to provide for Users;
- 2.2. “Alert”:** the warnings sent to the Customer via emails/ text messages when there is any change to the related Credit Information to the Customer;
- 2.3. “Users”:** mean organizations, individuals eligible to be provided with Credit Information products that have an agreement with a Credit Information company on the provision of Credit Information Services;
- 2.4. “Credit Score”:** the score is shown on the Credit Report for assessing the creditworthiness level of the Customer and is based on the Credit Information that is contributed by Participating Organization to PCB;
- 2.5. “Loan Contract”:** means contracts/credit commitment between Customer and Participating Organizations;
- 2.6. “Credit Information Service Provision”:** refers to the activities of a Credit

Information Company providing Credit Information products to users based on the collection, processing, and storage of Credit Information by the Credit Information Company in accordance with the provisions of Decree 58.

- 2.7. **“Individual Customer”** (hereinafter “Customer”): means the individuals who request obtain to use the Individual Customer Services of PCB for legal purposes;
- 2.8. **“Borrower”**: an organization or an individual that is granted credit by a credit institution or a foreign bank branch or provided by another Participating Organization of PCB with services of property leasing, deferred payment, purchases instalment service, pawn service from other Participating Organization under conditions of interest, duration, rental, obligations fulfilment security as per the law;
- 2.9. **“Customers”**: includes Individual Customers and/or Borrowers;
- 2.10. **“Login Password”**: includes all phrases, codes, digits, symbols or other authentication measures (authentication codes, biometrics, two-factor authentication, ...) that are kept confidential and provided to the Customer or registered to PCB by the Customer and used to authenticate the access to PCB’s Individual Customer Services;
- 2.11. **“OTP (One-time password)”**: means the password for single use only and is commonly used as a second factor to authenticate the Customer’s access, which is automatically generated and delivered to the Customer’s mobile device as a text message by PCB’s password generating system;
- 2.12. **“Decree 58”**: means Decree No. 58/2021/ND-CP dated 10/6/2021 by the Government on the provision of Credit Information Services which comes into force from 15/8/2021;
- 2.13. **“Business Day”**: means PCB’s operating time from Monday to Friday (working time from 8:00 am to 5:00 pm); except for the non-working days, and public holidays in accordance with the law or the PCB’s non-working days;
- 2.14. **“PCB”**: means Vietnam Credit Information JSC established and operated under Vietnamese laws which have the function of providing Credit Information Services;
- 2.15. **“Credit Information”**: means the data, figures, and facts related to Borrowers at PCB’s Participating Organizations; this is the sensitive information of the Borrower;
- 2.16. **“Circular 09”**: refers to Circular No. 09/2020/TT-NHNN dated October 21, 2020, promulgating the security of information system in banking operations;
- 2.17. **“Participating Organization”** of Credit Information companies mean an organization that voluntarily commit to providing Credit Information to Credit

Information companies, including credit institutions; foreign bank branches; organizations that are not credit institutions, foreign bank branches providing services of property lease, purchase goods with deferred payment, and pawning with prescribed conditions on the interest rate, term, rental, and measures to ensure obligations as prescribed by the law;

**2.18. “Login Information”** includes: (i) username, (ii) login password;

**2.19. “Credit Information storing period”**: Credit Information shall be stored for at least 5 years from the date on which the information is collect by PCB to analyze, evaluate and synthesize information to create Credit Information Products. According to international practices and operating characteristics in the banking industry, Credit Information data does not stipulate a maximum storing period.

### **ARTICLE 3. RIGHTS AND OBLIGATIONS OF THE CUSTOMER**

#### **3.1. Rights of the Customer**

- a. In case of disagreement with the amended, supplemented in “**Terms of Use**”, you have the right to terminate the use of the “**Individual Customer Services**”;
- b. Upon registering for an account at the “**Individual Customer Services**” and being activated by the PCB system, the Customer will be able to use services that included your Credit Information provided by PCB;
- c. Each Customer is only granted one account to use for each service including: Credit Report Services on <https://thongtintindung.pcb.vn> or the application “Credit Information” and ID365 Service on <https://pcb4u.pcb.vn>;
- d. Customers will be advised, supported, and instructed by PCB on "using tools, features, and knowledge related to products and services throughout the process of using Individual Customer Services”;
- e. Customers are informed that their personal data is processed by PCB with specialized software to create Credit Information products. Customer’s data is collected, stored and processed by using the most advanced information technology system today to ensure the safety and security of Customer’s data;
- f. Customer has the right to agree or disagree with the Participating Organization to provide the Customer's Credit Information to PCB. PCB only collects the Borrower's Credit Information from the Participating Organization when the customer agrees for the Participating Organization to provide Credit Information to PCB. Pursuant to the Government's regulations on Credit Information activities and other relevant laws, the Participating Organization and the Borrower agree on

the provision of Credit Information to the Credit Information companies. Customers can access the link: <https://pcb.vn/kh-tctd/thong-tin-tham-khao/341-noi-dung-chap-thuan-cung-cap-tttd.html> for reference of Contents of consent to provide Credit Information;

- g. Individual Customers have the right to agree or disagree to allow PCB to collect information. PCB only collects the Credit Information of Individual Customers having agreed to the terms of providing Credit Information to the Credit Information Company as stipulated in these “**Terms of Use**”;
- h. Customer has the right to access to view, request PCB to review, assist in checking, verify the credit information and request PCB to make corrections Credit Information in the Credit Report if errors are detected by sending an email to the mailbox [support@pcb.vn](mailto:support@pcb.vn)/[hotro@pcb.vn](mailto:hotro@pcb.vn) for “Credit Report” Service and to the mailbox [id365@pcb.vn](mailto:id365@pcb.vn) for ID365 Solution. After receiving the request, PCB will notify the Customer no later than 05 (five) business days from the date of completion of the correction (in case the customer does not agree with the content of PCB's written response, the customer has the right to request PCB to proceed with mediation). Depending on each specific circumstance, the time limits for the correction of customer’s credit information errors are as follows:
  - Circumstance 1: Credit Information errors arise due to PCB’s information processing, PCB will conduct the correction no later than 05 (five) business days from the date of receiving the Customer’s request;
  - Circumstance 2: Credit Information errors arise due to the Participating Organization collection of information, PCB will notify the Customer of the handling procedure (in which the source of errors must be clearly stated) no later than 05 (five) business days and will coordinate with the Participating Organization to correct the errors for the Customer no later than 10 (ten) business days from the date on which the Customer requests for the correction of Credit Information errors.
- i. Customer can request PCB to withdraw/ delete/ restrict/ object to data processing in accordance with the requirements of the law, except for the following cases: (i) during the Credit Information storing period; (ii) or within the negative information recording period; or (iii) other provisions in Clause 2, Article 16 of Decree 13;
- j. Borrower is entitled to request PCB to provide free of charge at least 01 time a year about the Borrower's Credit Information (if required);





To request PCB to provide the Borrower's Credit Report, the Borrower can access the link: <https://thongtintindung.pcb.vn/register> or download the "Credit Information" application on the App Store or Google Play:

- k. Customers have the right to file complaints, denunciations, lawsuits, or request social organizations to initiate lawsuits to protect their rights in accordance with the Law on Protection of Consumer Rights and other relevant legal provisions;
- l. Customers have the right to claim compensation for damages related to products or services if PCB provides products or services that violate legal regulations or are inconsistent with the information, postings, introductions, advertisements, or commitments made between PCB and the Customer;
- m. Customer has the right to protect itself in accordance with the law or at the request made by a competent authority or organization;
- n. Customers are guaranteed the safety of their lives, health, honor, dignity, reputation, property, information protection, rights and other legitimate benefits when participating in transaction, using products and services provided by PCB;
- o. Customers have the right to choose products and services according to their needs; to decide whether or not to participate in transactions; to be provided with products and services that match the agreed-upon content; to provide feedback to PCB regarding pricing, product quality, service quality, service style, transaction methods, and other content related to transactions between the Customer and PCB;
- p. Customers are entitled to receive invoices, documents, and records related to transactions; timely, accurate, and complete information about products, services, transaction content, origin, source of products, services, and about PCB;
- q. Customers have the right to participate in the development of policies and laws related to the protection of consumer rights;
- r. Customers are facilitated to choose a healthy and sustainable consumption environment;
- s. Customers are entitled to exercise other rights as stipulated by law.

### **3.2. Obligations of the Customer**

- a. To commit that the information provided on “Individual Customer Services”, participating organizations, and PCB is complete, accurate, truthful, and updated, including during the process of requesting corrections to the Customer Credit Information;
- b. To be self-responsible for the contents, images, and information related to you and the entire “Individual Customer Services” implementation process;
- c. To use “Individual Customer Services” without violating the law, without contravening social morals and ethics, without infringing upon national benefits, public benefits, and without endangering the lives, health, or property of oneself or others, and to fully exempt PCB from any liability regarding disputes and/or legal violations arising from the Customer providing dishonest, incomplete, or inaccurate information, for any reason whatsoever;
- d. You are not permitted to arbitrarily modify the Credit Information product and shall be self- responsible for his/ her decisions when using the Credit Information product;
- e. You shall be responsible for performing obligations related to ensuring the security of personal identification information, user account registration, access and use of Individual Customer Services (including but not limited to: username, password, OTP, OTP receiving device and transaction requests);
- f. To provide information relevant to the use of the Individual Customer Services upon request from the competent State Authority;
- g. Promptly and accurately inform relevant state departments, organizations, and individuals when discovering that Credit Information products are unsafe, cause harm, or pose a threat to the life, health, honor, dignity, reputation, or property of Customers; or when PCB's actions infringe upon Customers' legitimate rights and benefits;
- h. Comply with the terms, guidelines for Credit Information products, legal regulations on payments, intellectual property protection, and other relevant laws when conducting transactions through the "Individual Customer Services”;
- i. Cooperate with parties related to the Customer's Credit Information to provide necessary information during Participate Organizations or when PCB resolves the Customer's complaints process;
- j. You are obliged to use the credit information products for legitimate purposes;
- k. You must update the information including (i) registered phone number, (ii)

identification documents, (iii) information such as occupation, email, and contact address, ... to PCB via Individual Customer Service immediately upon any change. Customer shall be responsible for the completeness and accuracy of the updated information;

1. Customer shall fulfill other obligations as prescribed by law.

## **ARTICLE 4. RIGHTS AND OBLIGATIONS OF PCB**

### **4.1. Rights of PCB**

- a. To charge for the Individual Customer Services;
- b. To update Customer identification information, and loan contract information according to the Credit Information as provided by the Participating Organization to PCB;
- c. To provide Customer information to (i) PCB's manager, and personnel in charge; (ii) PCB's Participating Organization as agreed; (iii) competent State Authority (if required); (iv) the Customer themselves.
- d. To refuse to provide the services when detecting that the Customer's use of Individual Customers Services is illegal;
- e. Other rights under this "Terms of Use" and provisions of law.

### **4.2. Obligations of PCB**

- a. To ensure the purposes, principles, and contents of the provision of Credit Information service through the operation process in compliance with laws, e-commerce legislation and other relevant legal regulations;
- b. To notify Customers regarding the receiver of their feedback/complaints within 03 (three) working days from the date of receiving such feedback/complaint;
- c. To ensure the security and confidentiality of Customer information collected, stored, and used by PCB, and implement measures to prevent: information theft or unauthorized access; unauthorized use of information; and unauthorized modification, updating, or deletion of information.
- d. To receive and respond to verification requests and/ or complaints related to Credit Information on the Customer's Credit Report. The order and procedures for requesting/ settling complaints are carried out by the internal regulations of PCB, in compliance with the law;
- e. For Customers belonging to the Vulnerable Consumer group (Customers must provide documentation proving their status as Vulnerable Consumers as defined

in Article 8 of the Law on Protection of Consumer Rights), PCB has the following responsibilities:

- (i). To ensure all preferential rights and policies in accordance with relevant laws and regulations;
  - (ii). To prioritize the reception and handling of requests from these Customers without transferring them to Third Parties for resolution, unless the Third Party has relevant obligations. In case of refusing a request from a Vulnerable Consumer, PCB must provide a written response clearly stating the legal basis and inconsistency with published policies as stipulated by the Law on Protection of Consumer Rights;
  - (iii). To compensate for damages according to civil law provisions when there is delay, refusal to prioritize, or refusal to receive and handle the Customer's request as regulated;
  - (iv). To implement complaint and dispute resolution mechanisms in accordance with the law, tailored to each specific group within this category;
  - (v). To not refusing to process protected requests from Vulnerable Consumers due to differences in language, writing/script, customs, or traditions, and must prevent discrimination, prejudice, or exploitation of their vulnerable status to infringe upon the Customer's legitimate rights and benefits during transactions;
  - (vi). To develop and issue appropriate procedures, methods, or measures tailored to each type of Vulnerable Consumer to ensure their rights to complain, request dispute resolution, and other rights. These provisions must be publicly displayed at headquarters, business locations, or published on websites/application software (if any), and PCB staff must be trained on these matters;
- f. To instruct customers to properly follow the regulations on the process of account registration and request for the use of Individual Customer Services;
- g. To provide Customers with accurate and complete information including:
- (i). PCB's name, address, phone number, business registration certificate number or enterprise code or equivalent documentation, and other contact methods (if any);
  - (ii). Quantity and purpose of products/services;

- (iii). Payment methods and terms; timing, location and methods of product/service delivery;
  - (iv). Validity period of the product/service offering;
  - (v). Information about fees, charges, VAT, calculation methods, potential additional costs, and general transaction terms applicable during product/service provision;
  - (vi). Procedure for handling termination of the signed Contract; receiving and handling Customer feedback, requests and complaints.
- h. To ensure honesty, clarity, accuracy, and proper representation of product/service nature in compliance with legal regulations;
  - i. To display prices in accordance with pricing laws and regulations;
  - j. To provide Customers with accurate and complete information about Contracts and general transaction terms prior to transaction;
  - k. To be responsible for promptly detecting and correcting any errors in Customers' Credit Information in according to PCB's internal regulations, according to the Credit Information and Credit Information Products Provision Contract between PCB and Participate Organization (hereinafter referred to as the "Cooperation Contract"), and relevant legal provisions;
  - l. To execute payment orders of the customer fully and promptly by regulations or agreements between PCB and the Customer. To control customer's payment orders, to make sure they are consistent with registered information;
  - m. To fully notify the amended and supplemented Terms of Use contents on the website <https://www.pcb.vn/> and the application of Credit Information;
  - n. To report by the laws and requests from the competent State Authority;
  - o. To ensure the legitimate rights and interests of organizations and individuals in accessing to Credit Information and responding to the customer's requests for verification and/ or correction of Credit Information errors. The order and procedures for requesting/ settling errors are carried out according to the internal process of PCB and the provisions of Decree 58;
  - p. To comply with regulations on customer confidentiality;
  - q. To be responsible for damages, violations, and abuses on customer's account due to PCB's fault;
  - r. Not to violate the prohibited acts specified in Article 6 of Decree 58;

- s. To use Customer information (including sharing, disclosing, and transferring Customer information to third parties) accurately, within the notified purpose and scope, with Customer consent, and in compliance with applicable laws. Implement a mechanism allowing Customers to choose whether to permit: (i) sharing, disclosing or transferring information to third parties; and (ii) using Customer information for advertising, product promotion, commercial services and other commercial activities;
- t. To perform other obligations as prescribed by law.

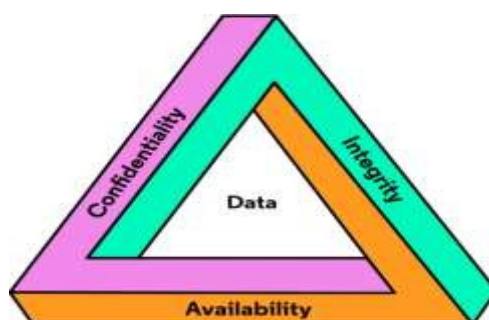
## **ARTICLE 5. CONSEQUENCES OF POSSIBLE UNDESIRABLE DAMAGE, MEASURES TO MINIMIZE OR REMOVE SUCH DANGERS, HAZARDS**

### **5.1. Assess the impact of personal data processing**

PCB processes personal data to perform the content specified in the contract signed with the Participating Organization (Data Controller) to create Credit Information products as specified in Article 19 Decree 58/2021/ND-CP. PCB is a Credit Bureau, a bridge to help the Borrowers to have opportunities to access business capital; support the Participating Organization in preventing and minimizing credit risks, expand and develop credit activities; as well as contribute to improving the transparency and accuracy of Credit Information, contribute to promoting economic and social development.

### **5.2. Consequences of possible undesirable damage; measures to minimize or remove such dangers, hazards**

At PCB, Personal Data is protected based on 3 factors **C-I-A**. **C** is data confidentiality, **I** is data integrity, **A** is data availability.



Frequent risks that can affect the **C-I-A** of the data:

- a. Internet lines providing PCB services:
  - Probability: high
  - Damages: Cause interruption of provision services of Credit Information products;

eavesdropping on the transmission line

- Control measures: Encrypt data on transmission line; equip with at least 3 internet lines (as prescribed in Circular 09); strengthen the monitoring/handling of internet connection errors.
- b. Equipment failure due to technical errors (configuration, electricity, temperature, fire)
  - Probability: average
  - Damage: Cause service interruption, partial or complete loss of data.
  - Control measures: Perform periodic equipment maintenance, optimally review the standard configuration according to the manufacturer's recommendations, require suppliers to comply with periodic maintenance of electrical, air conditioners, fire fighting systems, with parallel backup equipment.
- c. Damage to equipment due to force majeure (natural disasters, floods, ...)
  - Probability: low
  - Damage: Cause service interruption, partial or complete loss of data.
  - Control measures: Choose data center locations in locations that meet the standards of altitude and areas with a low probability of force majeure events, meet international standards, build a backup data center at least 17km from the main data center.
- d. Steal/sabotage devices and data / unauthorized access to information
  - Probability: average
  - Damage: Causing disclosure, partial or complete loss of data
  - Control measures: Regularly monitor / control the access to the data center, check for compliance with regulations on not using USB, DVD, storing / copying data illegally.
- e. Denial of service attacks, exploiting technical vulnerabilities
  - Probability: high
  - Damage: service interruption, alteration, partial or complete loss of data.
  - Control measures: Review/assess periodic information security; invest in many groups of information security products and services; automatically update attack patterns/attack prevention policies on DDoS protection systems, Web application firewalls (WAFs), network-level firewalls, and malware and virus prevention systems.
- f. Risks of revealing passwords to access systems and services

- Probability: high
  - Damage: Causing disclosure, partial or complete loss of data
  - Control measures: Periodically review compliance with system access procedures, important accounts are required to be managed through the Cyberark privileged account management system.
- g. Low risk of quality of Credit Information provided by the Participant
- Probability: Low
  - Damage: falsifying customer information, making it difficult for customers to access credit, or causing the World Bank to make wrong decisions during the approval process.
  - Control measures: Check the format, data logic with a strict set of rules before updating into the system; periodically compare and match data with the Participating Organization to avoid sending missing information; coordinate with Participating Organization to adjust data arising after PCB checks and compares or Participating Organization detects errors on the system or complaints from customers.

PCB has developed, implemented, and modified processes to protect personal data and minimize possible risks. The list of processes is as follows:

- a. Regulations on ensuring IT safety and confidentiality
  - Regulations on ensuring safety and confidentiality of IT systems in the operation of PCB.
  - Regulations on ensuring safety and confidentiality on management and use of IT systems.
  - Regulations on using the Internet in the operation of PCB.
  - Policy on training and developing human resources.
- b. Access Management
  - Process of Data Center and Disaster Recovery Access Management.
  - Manage access control to IT systems.
  - Process of managing password issuance and storage.
  - Process of Activity Log Management.
- c. Assurance of system continuity
  - Regulations on maintenance management of the continuous operation of IT systems



- ensure the safety of Data Center operations and disaster prevention.
  - Process of switching from the main system to the backup system and vice versa.
  - Process of IT system maintenance management.
  - Disaster contingency plan to ensure continuity of IT system.
  - Backup and restore plan.
  - Scenario of switching from main system to backup system and vice versa.
  - Detailed design and configuration of the network system.
- d. Incident management
- Process of IT Incident Management.
  - Process of IT system monitoring.
  - Process of virus control management.
  - Regulations on standards, norms and technical requirements for IT systems.
  - Process of Technical Vulnerability Management.
- e. Change management
- Process of configuration and change management.
  - Process of document control.
  - Process of change management.
  - Software development lifecycle management process at PCB.
- f. Data Administration Operator
- Process of receiving and processing Credit Information between credit institutions and PCB.
  - Process of providing simulated data.
  - Process of adjusting Credit Information.
  - Procedure for reporting violations of regulations on personal data protection
- g. Assurance of physical security
- Process of fire prevention and fighting management.
  - Process of IT Asset Management.
  - Process of checking Camera system, Access Control, switchboard.
- h. Service Provision

- Process of providing Credit Information products to customers as natural/legal entities.

## **ARTICLE 6. ACCOUNT FOR USING THE INDIVIDUAL CUSTOMER SERVICES**

### **6.1. Requirements on authenticity when registering an account**

- a. You accept that you are the owner of that phone number is using has been activated, and active;
- b. You accept that the email address registered by you on the Individual Customer Services is valid, and has been activated and only customer has the right to legally access and use the email address provided by customer.

### **6.2. Conditions for registering an account on Individual Customer Services**

- a. To use the Individual Customer Services, you are required to have a device with internet access and support camera function, a valid ID Card/ Citizen ID Card/ Passport as prescribed by the laws;
- b. You shall access the Website or install the Individual Customer Services, register and create your account. Each customer is only allowed to register and use one account. The user is solely responsible for the confidentiality and security of all information related to the transactions on Individual Customer Services including but not limited to username, password, OTP, etc...;
- c. Agreement that the use of the account with the information provided to PCB is true, accurate, up-to-date, and complete about customer, PCB may request customer to supplement/ revise the information before approving/ processing your request/ processing your account. In case your fail to provide the information as requested by PCB and PCB may refuse to provide the service;
- d. You shall be responsible for all transactions and operations performed through the Individual Customer Services using your login account and password and bear the costs incurred to relevant Parties;
- e. You must notify PCB if your information related to transactions on the Individual Customer Services is lost, misused, disclosed or stolen, and PCB shall take necessary actions to suspend the transactions from your login account by such notification to avoid incurring costs (if any) related to the account on the Individual Customer Services;
- f. The information provided by you for using the Individual Customer Services is based on you confirming that the request is made solely by customer. PCB shall not accept any authorization by you to other third parties to perform/ request to

perform. All rights and obligations of you shall be based on the account information registered by customer. In case there is any incorrect information related to you, PCB will not be responsible if such information affects or limits rights of you;

- g. You shall and promptly update the registered information so that the information is always correct, accurate, up-to-date. If you provides any information that is incorrect, inaccurate, out-of-date or incomplete, or if PCB has good reason to suspect that such information is incorrect, inaccurate, out- of-date, or incomplete, PCB reserves the right to suspend or terminate your right to access and use the service;
- h. You may be requested to provide the registered information or may receive password information after completing the service registration process. Password and username will be exclusively reserved for customer and shall not be transferred by you;
- i. If there is any indication that you are in breach of these “**Terms of Use**”, PCB may immediately cancel your access without notice. You clearly understands and acknowledges that, even after PCB cancels your access to your account, the identification information, image and video authentication, and images of personal documents you are posted may still be kept as archival documents/ or stored in the PCB's database for the purposes required by law (if any).

### **6.3. Account Closing**

- a. When you no longer needs to use the Individual Customer Services, you should exit (log out) the account from the Individual Customer Services and uninstall the Individual Customer Services from the device to ensure the security of information data;
- b. In case the user’s information related to the transaction on the Individual Customer Services is lost, abused, disclosed or stolen, the user may log into the account and change the account password and concurrently contact the PCB’s Credit Bureau Services Division for assistance. Processing time request for temporary account closure is 01 (one) working day;
- c. Upon your registration of an account on the Individual Customer Services, you are deemed to have committed and agreed to strictly comply with the provisions regarding the information confidentiality obligation, respecting the copyright of the Individual Customer Services in these Terms of Use;
- d. If you shares a device with another person, you should exit (log out) from the

Individual Customer Services and close the window after using it. PCB shall not be responsible for any unauthorized acts of third parties in connection with the Customer's account.

## **ARTICLE 7. PRINCIPLES FOR REGISTRATION AND USE OF THE INDIVIDUAL CUSTOMER SERVICES**

### **7.1. Principles for general use**

- a. You agree to pay the fee for using the PCB's Individual Customer Services and permit the third-party provider (VNPAY) to send an OTP message for confirming the Customer's completion of payment/ use of the PCB's Individual Customer Services;
- b. You agree to provide and update information correctly about the valid payment cards;
- c. PCB has the right to refuse to provide the Individual Customer Services when you fails to comply with the requirements or PCB detects that you use the PCB's Individual Customer Services (including Credit Information products) against the laws;
- d. PCB provides Individual Customer Services only for you to understand your credit status, you must not use the PCB's Individual Customer Services (including Credit Information products) for other purposes such as commercial purposes;
- e. PCB shall automatically extend customer's use package based on registered package by customer.

### **7.2. Rules for Providing Credit Information Products**

- a. Provide Credit Information Products in accordance with Article 21 of Decree 58;
- b. Provide Credit Information Products containing Customer identification information to Participate Organization only when the Customer has consented to such use of the products supplied by the Credit Information Company, except where such organization has obtained Customer consent under Clause 4, Article 4 of Decree 58;
- c. Must not provide Credit Information Products containing Customer identification information to organizations or individuals specified in Point đ, Clause 1, Article 21 of Decree 58
- d. PCB shall be exempt from liability in cases where Customers are affected by personal data breaches as prescribed by law (force majeure circumstances).

### 7.3. Principles on using the Credit Report Service

- a. You must agree to provide Customer's Credit Information under (i) agreements between the Customer and the Participating Organization of PCB and/ or (ii) the commitments in this Terms of Use;
- b. You acknowledges having known that the information shown on Credit Report has been updated by the most recent information that PCB collects from the Participating Organization and the Customer. The amended content relating to the Customer (if any) is updated right after PCB proceeds to errors;
- c. You will be provided with the first Credit Report of the year free of charge (upon request) and the processing time will be 48 hours, in case of exceeding 48 hours and do not have received a response from PCB, you may contact PCB for assistance;
- d. PCB is not responsible for any compensation or damage directly/ indirectly which affects the Customer;
- e. PCB has the right to refuse to provide the Credit Report who commits fraud in service fee payment such as transferring the amount of fee which is less than required.

### 7.4. Principles on using ID365 Solution

- a. *Credit score*
  - Credit score shall only be displayed on the Credit Report when the customer using ID365 solution;
  - Credit score is developed and provided to the customer by PCB;
  - Credit score shall be calculated based on the Credit Information of the customer on the PCB's system;
  - PCB shall not provide nor circulate the requirements on how to calculate the Credit score and the variables included in the model as such information is considered trade secrets of PCB.
- b. *Alert*
  - Alert is only available on ID365 solution;
  - Alert continuously monitors the personal and credit data of the customer after the alert is triggered;
  - PCB's system will send an alert to the customer upon any change to the Credit

Information, for example, the customer has a new loan contract at Participating Organization, the customer has been moved to a higher debt group...

- PCB shall not immediately take action to resolve the case when the customer receives an alert of errors in the customer's information but shall verify and correct such errors within the time limit as prescribed in point g clause 3.1 Article 3 of this Terms of Use.

## **ARTICLE 8. SAGE FEE AND PAYMENT METHOD FOR INDIVIDUAL CUSTOMER SERVICES**

### **8.1. Usage fee**

PCB may adjust/update fees for the “**Individual Customer Services**” based on its internal decisions. However, any fee changes/updates will be publicly posted/announced on PCB's website prior to providing the “**Individual Customer Services**” to Customers. Customers have the right to use or discontinue using PCB's “**Individual Customer Services**” if they do not agree to the service fees set by PCB.

#### *a. Credit Report Service*

In case you overpays the fee for the provision of Credit Report, PCB shall not be obliged to immediately refund the excess fund to you. Periodically within the first 05 (five) business days of each month, PCB shall compile information on customers who overpaid the previous month's fee and post it on the website <https://www.thongtintindung.pcb.vn/> or Credit Information application. Customers whose names are on the list shall contact PCB to proceed with the procedures for the refund.

#### *b. ID365 Service*

- (i). Fee for using ID365 shall be the package subscription fee. The fee may be changed at the sole discretion of PCB;
- (ii). PCB shall not refund the amount of the package subscription fee that you had already paid in case the subscription period has not yet expired or you have not used the service yet;
- (iii). PCB shall automatically extend term of the ID365 Solution on annual basis, from the expiry date of the package which was previously registered by you;
- (iv). Services may only be extended when PCB has fully received payments.

### **8.2. Payment methods**

- (i). Payment Methods: Payment via bank (bank account, ATM card, international payment cards such as VISA, MasterCard, etc.) and VNPAY e-wallet;

- (ii). For bank transfer payments: This method only applies to the Credit Report Service and there is only one designated beneficiary account of PCB for fee collection as follows:

Account details:

- Account Holder: Vietnam Credit Information Joint Stock Company
  - Account Number: 0001243937113
  - Bank: Military Commercial Joint Stock Bank (MBBank)
  - Branch: Ba Trieu – Hanoi
- (iii). PCB has the right to refuse to provide service to customers who engage in fraudulent fee evasion, such as transferring an amount lower than the prescribed fee.
- (iv). For cases where customers overpay: PCB is not obligated to refund the excess amount immediately. Periodically, within the first 05 (five) working days of each month, PCB will compile a list of customers who overpaid in the previous month and update the information on the website <https://thongtintindung.pcb.vn/> or the "Thong tin tin dung" application. Customers whose names appear on the list must contact PCB directly using the provided contact details to receive their excess payment refund.

## **ARTICLE 9. MARKETING AND ADVERTISING POLICY**

You agree to receive all membership-related information by email or by notices posted on the website, including the following: Service-related information (promotions; updates on new services; etc.); monthly/ quarterly reports on information related to services provided by PCB; survey forms for PCB's services; etc.

## **ARTICLE 10. INTELLECTUAL PROPERTY RIGHTS**

- 10.1.** These Individual Customer Services are created, developed and owned by PCB. All intellectual property rights related to these Individual Customer Services, including but not limited to: trademarks, trade names, contents, information, images, and videos, etc., owned by PCB. Any act of copying, reprinting or distributing contents related to these Individual Customer Services in any form is a serious violation of the legitimate rights and reputation of PCB, except for cases where PCB agrees in writing and where the provision of information is permitted by the law.

- 10.2.** You may view, extract information on the Individual Customer Services (print, download, forward, etc.) or share it with others, for informational purposes and non-commercial personal purposes, ensuring compliance with regulations of the law. Customer must specify the source of information that is from PCB for every Customer's use such information.
- 10.3.** You are not allowed to modify, sell, or design any content on the Credit Report product rendered from the Individual Customer Services. General user manuals on Individual Customer Services may be made public provided that the source of information is clearly stated.

## **ARTICLE 11. RISKS**

- 11.1.** By accepting the "Terms of Use", You acknowledges and accepts the risks related to security, confidentiality and other risks regarding the use of data from the Credit Information System through the Individual Customer Services.
- 11.2.** You may access Individual Customer Services, but transactions conducted or made by the Customer would not be approved or promising to performance from PCB.
- 11.3.** You would suffer from the loss or misappropriation of data, passwords, confidential information or personally or commercially sensitive information.
- 11.4.** PCB shall ensure the accurate operation of the system, and preserve the security of data, transaction information and customer information, but will not be able to anticipate all possible force majeure risks.
- 11.5.** In the event that PCB encounters an incident related to the Individual Customer Services software, causing the failure to ensure the receipt of transactions, the establishment of the customer's transactions in an accurate manner in terms of time/data, PCB shall be entitled to immediately suspend providing services to fix the incident or PCB may interrupt the provision of Individual Customer Services to customers for software upgrade and maintenance.
- 11.6.** You shall be responsible for the use and maintenance of the network devices. PCB is not responsible for any delays, data loss, restrictions and/ or delays in software and application and any other problems related to your internet usage or equipment failure during the course of using Individual Customer Services.

## **ARTICLE 12. PROHIBITED PRACTICES**

- 12.1.** Customer has the right to use the "Individual Customer Services" provided by PCB in accordance with these Terms of Use and applicable laws.
- 12.2.** PCB shall not be liable in case the Customer:



- (i). Uses Individual Customer Services to post, transfer, transmit or store information that violates the law or fine customs and traditions.
- (ii). Uses Individual Customer Services in any illegal manner, for any illegal purposes.

### **ARTICLE 13. COMPENSATION FOR DAMAGES**

- 13.1.** Each Party shall only be liable to compensate the other Party for actual and direct losses suffered by the aggrieved Party caused by the breaching Party; You agrees to indemnify PCB and other related parties and warrants to hold PCB and other related parties harmless against all losses, claims, demands, suits, proceedings, expenses (including but not limited to legal expenses) and liabilities arising out of or in connection with you.
- 13.2.** Each Party shall only be liable to compensate the other Party for actual, direct losses incurred by the non-breaching Party due to the breaching Party's actions; Customer agrees to indemnify PCB and its related parties, and guarantees that PCB and such parties shall not suffer any losses, claims, demands, lawsuits, legal proceedings, costs (including but not limited to legal fees), or liabilities arising from or related to the Customer's actions.
- 13.3.** The Customer agrees to indemnify PCB and its related parties, and guarantees that PCB and such parties shall not suffer any losses, claims, demands, lawsuits, legal proceedings, costs (including but not limited to legal fees), or liabilities arising from or related to the Customer's actions.
- 13.4.** PCB shall not be liable for any damages (whether direct, incidental, serious, or indirect) and attorneys' fees arising from your access to and use of Individual Customer Services. You are fully responsible for the consequences caused by your use of Individual Customer Services.
- 13.5.** PCB shall not indemnify all damages or losses caused by a system failure, non-performance, interruption, stopping in operation or transmission, virus infiltration of equipment, failure of transmission lines, or other force majeure reasons.
- 13.6.** PCB shall not compensate for any damage which occurs entirely due to your fault (for example, arbitrarily fixing products and services provided through the Individual Customer Services channel; or performing acts that are fraudulent or contrary to regulations of the law).

### **ARTICLE 14. HANDLING VIOLATIONS**

In case you violate any provisions of the “**Terms of Use**”, PCB has right to immediately lock your account and/or remove all the infringing contents, subject to the nature and

severity of the violation, You shall be subject to administrative sanction or examined for penal liability. If causing damage, you must compensate in accordance with regulations of the law.

## **ARTICLE 15. MISCELLANEOUS**

**15.1.** This “**Terms of Use**” is binding upon to you from the time of completion of the account registration at the Individual Customer Services. You undertake that the registered information is correct and takes full responsibility for the registered information.

**15.2.** In case any provision of this Terms of Use is determined to be illegal or otherwise unenforceable, PCB shall amend such provision, or (at its sole discretion) remove such provision from this “**Terms of Use**”. If any provision is determined to be illegal or unenforceable, the remaining provisions of the “**Terms of Use**” shall remain in full force and effect.

**15.3.** You acknowledge that PCB may take actions that violate the provisions of this “**Terms of Use**” in the case required by law or at the request of a competent State Authority.

## **ARTICLE 16. CONTACT INFORMATION / FEEDBACK & SUGGESTIONS**

Vietnam Credit Information Joint Stock Company

Head Office: 16th Floor, LPB Tower, 210 Tran Quang Khai, Trang Tien Ward, Hoan Kiem District, Hanoi City.

Representative Office: 15 th Floor, A&B Tower 76A Le Lai, Ben Thanh Ward, District 1, Ho Chi Minh City.

Tel: Credit Report Service: 024 3936 9558  
ID365 Solution: 024 3936 9558 (ext: 365)

Website: <https://www.pcb.vn>

Email: Credit Report Service: support@pcb.vn / hotro@pcb.vn  
ID365 Solution: id365@pcb.vn