

TERMS OF SERVICE

The terms of service shown below (hereinafter referred to as “**Terms of Service**”, or “**Terms of Service**”) set forth the terms and conditions agreed by and between 9Pay Joint Stock Company, business code 0108425897, address: No. 34 Nguyen Khanh Toan, Quan Hoa Ward, Cau Giay District, Hanoi City (hereinafter referred to as “**Company**”, or “**9Pay**”, or “**we**”), the Customer and the payment acceptance unit regarding, or in connection with the provision and use of payment intermediary service provided by the Company (hereinafter referred to as the “**Services**”).

Article 1. Interpretation of terms

Unless the specific context otherwise requires, the following terms shall be construed as follows:

- a. **Payment intermediary service (PI service):** Means 9Pay payment gateway service, support service for authorized collection, support service for authorized payment and e-wallet service.
- b. **Payment acceptance unit (PAU):** Organizations or individuals providing goods and services that accept customers’ payment for goods and services made through the PI Service.
- c. **E-commerce websites/applications (e-commerce websites/apps):** Means websites/applications providing goods and services owned by PAU that accept payment through 9Pay’s PI Service.
- d. **Issuing organization:** Means banks/organizations issuing cards/accounts, e-wallet issuers that provide non-cash payment services to customers.
- e. **Card:** The domestic/international card used to pay for goods and services at PAU.
- f. **Payment card:** The common name of plastic cards or virtual cards (credit, debit, prepaid). These cards have the function of paying when buying goods and services.
- g. **Credit card:** A type of payment card that allows cardholders to spend or withdraw money up to a certain limit. Credit cards allow cardholders to spend first, pay later.
- h. **Debit card:** A type of bank card that allows cardholders to spend or withdraw money. Debit cards are linked to an account in the bank and are allowed to be used within the balance of that account.
- i. **Customer:** Individuals/organizations that make payments for purchases of goods and services of PAU using the PI service developed and provided by 9Pay.
- j. **Transaction management tool:** The website and/or mobile application developed and provided by 9Pay for PAU, allowing PAU to manage transaction information using the service, monitor transaction status, view transaction reports and/or receive new transaction notifications.

k. **Successful transaction:** The payment transaction that has been successfully recorded and handled through 9Pay's system and PAU has received a successful transaction notification from 9Pay.

l. **Refund transaction:** The transaction that is requested by an PAU to 9Pay to refund part or all of the amount to the customer.

m. **Fraudulent/counterfeit transaction:** The transaction that occurs when the customer's card/account/app information is used to purchase/order goods or services without the permission of the card/account/app owner. The identifying of counterfeit transactions is based on the information of the cardholder's review requests and complaints, or based on counterfeit reports or on the investigation and verification conclusions of the authorities.

n. **Content:** Information such as text, images, figures, data, software, programs, ... that can be accessed or used through the Service.

o. **Submitted Content:** The content that the customer has sent, transmitted or uploaded, including but not limited to characters, text, content, messages, notices, images, data, data, ...

Article 2. Service fee

2.1. Service fees are the fees that customers have to pay when using the services provided by 9Pay and the Fees that customers have to pay when using the card services of the affiliated Banks. Service fee is regulated by 9Pay from time to time and publicly announced on 9Pay's website at: <https://9pay.vn>. All of the above fees are non-refundable under any circumstances.

2.2. 9Pay reserves the right to stipulate and change the fees related to 9Pay services. If the customer continues to use the service immediately after the new fee schedule takes effect (the date that the new fee schedule takes effect) and collects cash or debits the customer's account at the bank at the customer's request to collect fees and payments in connection with the use of 9Pay's services, then the customers are deemed to accept the new fee schedule.

2.3. Upon request, a detailed list of transactions, balance notices will be provided to customers by the parties in the process of using the service.

Article 3. Regulations on settlement of review requests and complaints

3.1. Assignment of responsibilities

a. Responsibilities of PAU

- Receive and respond directly to customers' review requests and complaints related to the supply and quality of goods and services of PAU.

- For review requests and complaints related to payment transactions and customer account management: In the event that the Customer contacts and complains directly with PAU, PAU shall be responsible for receiving and sending the review requests for 9Pay.
- Respond to review requests and complaints from 9Pay.
- Coordinate with 9Pay to handle transactions reported by 9Pay as fraud, counterfeit or suspected to be fraudulent, counterfeit.

b. Responsibilities of 9Pay

- Act as the focal point to organize the investigation of complaints between Issuers and PAU.
- Receive review requests and complaints from PAU/Issuers/Customers and respond to review requests and complaints according to regulations.
- Notify PAU of fraudulent, counterfeit transactions or transactions suspected to be fraudulent, counterfeit for PAU to cooperate in handling.
- Instruct PAU to provide documents in accordance with the regulations of the Issuer and related organizations to handle review requests and complaints of the Customer/Bank for each specific case.

3.2. Process of receiving and handling review requests and complaints

a. PAU receives review requests and complaints from Customers.

PAU receives review requests and complaints from customers and checks the status of providing goods and services with customers.

+ For transactions that are successfully recorded on the transaction management tool: PAU checks the status of goods and services provision and responds to Customers.

+ For transactions that are not recorded or recorded unsuccessfully on the transaction management tool:

Step 1: PAU sends a review request to 9Pay, 9Pay checks the transaction information and payment status.

Step 2: 9Pay cooperates with the bank to check the money deduction status of customers at the bank. If the customers' money has been deducted, 9Pay will coordinate with the bank to refund customers.

Step 3: 9Pay notify the processing result to PAU within five (05) working days from the date of receipt of the review requests from PAU, so that PAU can reply to Customers.

b. 9Pay receives Customers' review requests through the Bank or receives the review requests directly from Customers

Step 1: Bank/Customer sends a review request to 9Pay.

Step 2: 9Pay receives and checks the payment transaction status recorded on 9Pay system:

+ In case the transaction is recorded as successful:

1. If the customer complains that he/she has not received the goods or services, 9Pay sends a review request to PAU.
2. If the customer complains that he/she has not received the refund of the transaction, 9Pay performs a check on its system:

- If the system has not recorded the transaction refund request from PAU, 9Pay sends a review request to PAU, PAU shall be responsible for replying to 9Pay within five (05) working days from the date of receiving the request from 9Pay.

- If the system has received a refund request for a transaction from PAU, 9Pay will check the refund status and send the result to the Bank/Customer within two (02) working days from the time of receiving the review request from the Bank/Customer.

+ In case the transaction is recorded as unsuccessful, 9Pay responds to the review result as an Unsuccessful transaction, the Issuer checks the Customer's account:

1. In case the money in the Customer's account has been deducted, the Issuer shall immediately refund the Customer.
2. In case the money in the Customer's account has not been deducted, the Issuer will notify the Customer of the result.

Step 3: PAU receives the review request from 9Pay and checks the information recorded at PAU.

+ In case PAU has not provided goods and services to the Customer, PAU actively contact the Customer for information:

1. If the Customer requires the provision of goods and services, PAU shall provide the goods and services and notify the Customer. At the same time, PAU replies to 9Pay within working days for 9Pay to reply to the Bank/Issuer.
2. If the Customer accepts the refund:

- PAU makes the refund directly on the transaction management tool.

- PAU notifies 9Pay the refund result within two (02) working days for 9Pay to reply to the Issuer/Customer.

3.3. Regulations on handling fraudulent and counterfeit transactions

a. For fraudulent, counterfeit transactions or transactions suspected to be fraudulent, counterfeit, 9Pay has the right to request PAU to provide full vouchers, documents, information of any/all transactions at the request of 9Pay within two (02) working days. PAU shall be responsible for providing vouchers, documents and information at the request of 9Pay, and shall be responsible for rechecking information with customers to promptly prevent counterfeit transactions.

b. 9Pay reserves the right to suspend PI service for fraudulent and counterfeit transactions

c. In case PAU fails to provide sufficient vouchers, documents and information as requested by 9Pay and/or the transaction is determined to be fraudulent or counterfeit, PAU will cancel the transaction and make a refund transaction for the Customer.

3.4. Regulations on documents/information on response to review requests of PAU

a. Documents must be legible, readable under normal viewing conditions, and can be archived and printed.

b. For the reviewing transactions PAU received from 9Pay, PAU shall be responsible for providing all information/documents (including but not limited to delivery/receipt documents, order and service details, invoices and other information and relationships related to the customer) to prove that the transaction is real and is made in accordance with the agreement of goods and services provision between PAU and the customer. In the event that PAU does not respond or responds with incomplete information within the reasonable time limit, 9Pay has the right to withhold an amount corresponding to the value of the complained transaction from the amount 9Pay shall paid to PAU until the complaint is resolved.

c. The defaulting party in the delay in providing documents or providing counterfeit documents shall be fully responsible for the costs and losses arising from this act.

d. In order to serve for specific complaints investigation (if any), PAU commits to preserve, store, preserve and provide 9Pay with information, documents and data related to Customer's transactions within 18 (eighteen) months from the transaction date.

Article 4. Other regulations for PAU using 9Pay payment gateway service

4.1. E-commerce website/application

The e-commerce website/app of PAU served as a 9Pay payment gateway acceptance point shall have the following information:

4.1.1. Information about PAU: Name of PAU, contact information, mail/email address, website address, phone/fax number.

4.1.2. Information about goods and services

- a. Ensure that goods and services are described clearly, completely and accurately on the website, avoiding disputes and customer dissatisfaction toward the goods and services received compared to the descriptions on the e-commerce website/application of PAU.
- b. Provide full information on selling price, transaction currency (required to be VND), other taxes and fees (if any).
- c. Use product images where possible.

4.1.3. Goods delivery

- a. Develop an easy-to-understand and clear shipping policy, with a link on the homepage and at transaction closing time.
- b. Provide shipping methods and delivery methods that PAU can accommodate.
- c. Clearly and fully list the associated shipping and storage fees.
- d. Establish a system of replying letters to customers in case the goods and services are shipped/delivered later than planned.

4.1.4. Refund, return or cancel order

- a. Develop a clear, specific refund policy.
- b. Display the link to this regulation right at the homepage of the e-commerce website/application.

4.1.5. Customer care information

- a. Specify the name and address of PAU on the website.
- b. Provide the Customer an option to submit requests via email or phone.
- c. Display “Contact Us” methods on the e-commerce website/app in the most visible and accessible way

4.2. Transaction documents

4.2.1. Sales invoice

Sales invoices must be sent to customers (via email and/or courier) within 24 hours from the time of successful transaction.

4.2.2. Invoice for delivery/service use:

a. The delivery invoice must show the delivered/used goods information, transaction date and time, payment method, delivery method, delivery/use date and time, and receiver/service user signature (preferably cardholder).

b. For goods in the form of digital products such as program/app copyrights, scratch card codes, PAU shall store and provide IP record system history, program/app download time, activation/use time of the program/app/scratch card code.

Article 5. Restrictions

Customer shall not engage in, or perform, directly or indirectly, the following contents when using the Service:

1. Activities that violate the law, judgments, resolutions, orders or legally binding administrative measures of Vietnam.

2. Activities that may obstruct, violate or go against public order or fine customs and traditions of Vietnam.

3. Activities that infringe intellectual property rights, such as copyrights, trademarks and patents, reputation, confidentiality, and all other rights the Company and/or a third party is authorized provided by law or contract.

4. Activities that lead to misunderstanding about the Company and/or third parties or intentionally spreading false information.

5. Activities of exchanging rights to use the Content, Submitted content, or any part of the Content, or the Services that the customer uses or obtains from the provision of the Services by the Company to the customer into cash, property or other economic benefits without the Company's permission.

6. Activities of using the service for sales, marketing, advertising, or commercial purposes or for profit purposes, or for other benefits (except those approved by the Company); use the services for purposes other than those of the Service, or use for other purposes contrary to the laws of Vietnam, or the laws of the place where the customer resides.

7. Activities that benefit or collaborate with organizations, individuals, groups that have activities, or show signs of activities in violation of Vietnam's laws, against the society and policies of the Communist Party of Vietnam, of the State of Vietnam, ...

8. Customer agrees and acknowledges that Customer will not engage in any activity or perform any act that may or threatens to disrupt or suspend the maintenance or provision of the Company's Service or services and networks associated with the Company's Services. Customer shall not perform any activities, including but not limited to activities that affect the servers or networks of the Service; abuse the Service by means of BOTs, fraudulent tools or other technical means; intentionally use the Service's error; access to the Service through the transmission device on which the change was made, or on the transmission device with interfered/ modified hardware or

software (for example, hacking or jailbreaking), or the like that has made unreasonable demands such as repeatedly asking the same question unnecessarily, and interferes with the Company's operations or interferes with a customer's use of the Service, or access, use the Service with accounts created on stolen or lost devices that were not created by such customers.

9. Do not access or use the Service with/through another person's account.

10. Activities that support or encourage any of the activities set forth in the Terms of this section.

11. Other activities considered inappropriate by the Company.

Article 6. Rights and responsibilities of 9Pay

6.1. Rights of 9Pay

- Request customers to provide all necessary information and documents to register service information when customers request to upgrade to a higher package or change service owner information.

- Refuse transaction, temporarily block/suspend, terminate the provision of 9Pay service and other related products and services of the customer in case the customer service registration records (identity card, citizen identity card, passport, ...) showing signs of fraud or counterfeit, or upon a written request from a competent State agency, or upon an evidence of a transaction made to launder money, finance terrorist in accordance with the law.

- Refuse to support deposit/withdrawal transactions that are not from the Customer's associated bank account to his/her own E-Wallet and vice versa.

- Refuse the customer's request for package upgrade/card issue if the requirements are not fully met.

- Select a partner organization to sign a joint venture contract, cooperate to provide service platforms, issue cards, organize card payments on a safe and effective basis.

- Develop policies related to products in accordance with the provisions of law and the State Bank.

- Collect service fees from customers according to the regulations of 9Pay and the cooperative bank from time to time, in accordance with the provisions of law. Collect cash or debit customer's account at customer's request to collect fees and payments related to the use of 9Pay's services in accordance with regulations. All debit orders sent to the Bank are executed by 9Pay after the customer's consent, therefore, customer commits and acknowledges that, by agreeing to this Terms of Service, customer has agreed to grant 9Pay the right, customer will not have any claim against 9Pay about the automatic debiting of the customer's account at the Bank.

- 9Pay has the right to upgrade, change and adjust 9Pay service on all transaction channels in order to best meet the needs of customers. These changes are notified through the following channels:

website: <https://9pay.vn>, mobile application, ... Therefore, when using 9Pay service, customers agree to actively update information about service changes through the above channels.

- 9Pay has the right to access, collect and use customer information, specifically as follows:

+ When using 9Pay's services, customer agrees and acknowledges that we are allowed to access the data on customer's phone as follows: (1) Read and write to the phone book, (2) Record data of 9Pay on memory cards, (3) Access the Internet via the customer's device. All of these accesses are made by us after the consent and permission of customer. Therefore, we are allowed to use the collected information for the purposes deemed necessary, including providing to competent State agencies, providing as required by law or other activities related to 9Pay and partners' services, including but not limited to activities such as loan demand analysis, credit risk, thereby rating credit and providing the most suitable services to customers. Customers will not have any complaints against us regarding the access, collection and use of this information.

+ Along with the access permission, we will collect the following information from customers:

- Personal information: includes the information customers provide to us to confirm the above account, phone number, date of birth, gender.

- General information: information about customer's phone configuration, Application version information that customer uses for their phone.

- Phone book: we will store the customer's phone book on the server to best support the use of the service and avoid data loss. We commit to respect and not use the customer's phone book for any purpose without the consent of the customer.

- We do not use any measure to track the content of messages or other ways to track users when using 9Pay's services.

+ Actively lock the account and unilaterally terminate the service provision to the customer in case the customer does not use the service within 03 to 06 months (depending on the regulations from time to time of each service) or customers do not complete the 9Pay service registration within 30 to 90 days (depending on the regulations of the service from time to time, applicable to subscribers registered via online channels).

+ Have the right to take necessary measures such as: account lock/suspend/stop providing services in the following cases:

- 9Pay detects that documents and information provided by customers are inaccurate, untruthful, untrue;

- Customers are arrested, prosecuted for criminal liability or served a criminal sentence;

- Customers are dead or missing;

- Customers lose their civil act capacity or have limited civil act capacity as prescribed by law;
 - Cases related to counterfeit, risk management or profiteering policies of 9Pay or related third parties;
 - Cases requested by competent State agencies and cases according to 9Pay's regulations and laws.
- + The amount of service fee debt or the time when the customer does not use the above card may change according to the regulations of 9Pay or the Bank from time to time. 9Pay will notify in writing, message or email to customers or publish on 9Pay's website. In case the customer fails to pay the transactions/service fees in full and on time at the request of 9Pay from time to time, 9Pay will actively collect any debt from the customer without the customer's signature or confirmation or take other measures to collect the debt in accordance with the laws and regulations of 9Pay. Debt collection will still be done when card usage has not or has ended.
 - + To be exempt from liability in cases of force majeure events or objective obstacles.
 - + Take necessary measures without prior notice to the customer such as stopping the transaction, locking the account, suspending/terminating the use of the account when the customer violates the provisions of law related to the use of the service or violates the Terms of Service or cases with signs of account abusing or the account is suspected of performing fraudulent, counterfeit transactions, policy or loss profiteering.
 - + Refuse to authorize payment or terminate account-related service provision in accordance with the law and 9Pay's regulations.
 - + Be exempt from responsibility for the delivery, quality and service of goods that are paid by the account between the customer and PAU.
 - + Be exempt from liability in case the processing system, communication system, ... is malfunctioning or in case of reasons to ensure safety and limit risks for customers when 9Pay fails or delays implementing agreements with customers related to the management and use of 9Pay's services or for any reason beyond 9Pay's control.

+ Other rights as stipulated in the Terms of Service and Privacy Policy of 9Pay and relevant laws.

6.2. Responsibilities of 9Pay

- Guide customers to use 9Pay's services and manage authentication methods and passwords.
- Comply with the provisions of law on services provided.
- Keep the information related to account holders confidential, unless otherwise provided by law.
- Receive customer support requests during the use process and cooperate with the Bank and relevant entities to resolve customer review requests and complaints.

- Lock the account within 01 hour after receiving the customer's notice about the customer detecting or suspecting the unauthorized access to 9Pay's services. We are only responsible for transactions occurring after 01 hour from the date of receipt of the customer's notice and after 05 (five) working days from the date of receiving the customer's written notice (for MasterCard).
- Fulfill support requests such as re-opening the appropriate account according to 9Pay's regulations.
- Solve problems related to system errors, network disconnection, ...
- When the system error leads to unsuccessful payment, 9Pay deducts the wrong amount in the customer's card account, 9Pay will send a notice to the customer about this improper deduction (the system will return the money to the card account for the customer).
- Other responsibilities as specified in the Terms of Service and Privacy Policy along with relevant laws.

Article 7. Responsibilities of customers

7.1. Rights of Customers

- Make transactions through the registered 9Pay service according to the regulations corresponding to each service package.
- Make requests during the use of services related to accounts and cards in accordance with the law and the Bank.
- Change registered service owner information (excluding changes in registered phone number), request to re-issue password.
- Have the right to stop using the service after sending a written notice to 9Pay's transaction points, including the case where the customer does not agree with the amendments and supplements to the service fee schedule and the Terms of Service provided by 9Pay.
- + Review and complain about services provided by 9Pay according to regulations.
- Agree that 9Pay has the full right to use information related to the service owner and provide it to an authorized third party in accordance with 9Pay's regulations or the law or other activities related to the services of 9Pay and its partners to provide the most suitable services to customers.
- Other rights as prescribed by relevant laws.

7.2. Responsibilities of Customers

- Strictly, correctly and fully implement the contents governed by relevant laws, of these Terms of Service.

- Only make deposits/withdrawals from their associated bank accounts to their e-wallets and vice versa in accordance with applicable laws.

- Customers using this service must accept their own risk, bear all responsibility for the actions taken by them as well as the results at the Service. The company will not be responsible for the loss of personal data (Account, Password, payment information, ...) due to the fault of the customer.

- When using or making payments through the platform/e-wallet application and 9Pay payment gateway, the customer/cardholder confirms that they have understood and agreed to the supplier's (Merchant) policy & terms and 9Pay, this content shall be used as a basis for handling when disputes and complaints arise.

- The Company may apply one or more of the following measures simultaneously, without prior notice to the customer, if the Company finds that the customer is using the Service in a way that violates the Terms of Service. However, the Company shall not be responsible for remedying or preventing such breach by the customer or others.

+ Withdraw or delete all or part of the Submitted content.

+ Suspend or revoke the customer's right to use the Content.

+ Pause or delete accounts.

+ Suspend the use of all or part of the Service.

+ Any other measures that the Company deems necessary and appropriate

- In the event that the Company has suffered from a loss/damage or incurred a cost (including but not limited to attorney's fees) directly or indirectly (including but not limited to the case where the Company has been sued by a third party for damage) as a result of a customer's violation of applicable law or the Terms of Service while using the Service, such customer shall immediately indemnify the Company for any damages, expenses at the request of the Company.

- Upon a problem with the Service error, the user should promptly report such errors to the Company, the Company will have specific regulations on the time limit for the user to report the error. If the error is not reported within this time limit, the Company does not commit to find and fix the error for the customer. The Company reserves the right to take any action to fix such errors to the fullest extent reasonably practicable. Use of bugs or hacks/frauds will result in customers being warned or banned.

- The Customer agrees not to engage in any activity or perform any act that may or threatens to interrupt or suspend the Service.

Article 8. Responsibilities of PAU

- Ensure technical conditions (equipment system and transmission line shall be under the responsibility of PAU's investment and management) to synchronize data instantaneously, smoothly and safely between the servers of the Parties.
- PAU ensures to maintain all business conditions including but not limited to licenses and approvals in accordance with Vietnamese law.
- Commit not to collude with organizations and individuals to perform fraudulent act in the process of using 9Pay's Service. In case of fraudulent transactions, frauds, and/or abetting illegal acts such as money laundering, terrorism supporting, etc. or other violations committed by PAU, PAU shall fully bear all liability to compensate for actual damages (if any) to 9Pay and/or 9Pay's partners for these acts in accordance with this Agreement.
- Strictly comply with the regulations on customer service quality and the terms specified in the Terms of Service regarding the transaction process and daily data collation.
- Responsible for receiving and resolving complaints and questions of Customers/Service users within the scope of responsibility of PAU.
- PAU commits to take responsibility before the law for the Goods/services provided to the Customer, to ensure that the Goods/services provided by PAU have all the necessary licenses and legal approvals in accordance with the law, and commit not to perform transactions prohibited by law. In case of violation of the provisions of this clause, PAU shall be responsible for compensating 9Pay for all damages arising, including but not limited to: direct and indirect damage to 9Pay, fines at the request of the competent authority or Third Party indemnities (if any) to which 9Pay must make. PAU also acknowledges that, for violations of PAU, 9Pay has the right to terminate the Agreement immediately and without any responsibility.
- PAU commit not to collect additional fees from customers when making payments through intermediary payment services in any form. In case of violation of the provisions of this clause, PAU shall be responsible for compensating 9Pay for all damages arising, including but not limited to: direct and indirect damage to 9Pay, fines at the request of the competent authority or Third Party indemnities (if any) to which 9Pay must make. PAU also acknowledges that, for violations of PAU, 9Pay has the right to terminate the Agreement immediately and without any responsibility.
- PAU shall be responsible for sharing and honestly providing the copyright and certificate documents as prescribed for goods/services or cooperation agreement regarding the information content of the cooperation services for 9Pay upon requested by 9Pay. At the same time, PAU shall fully cooperate in the case of being investigated at the request of the State Bank and competent authorities until the investigation is completed. PAU agrees to allow 9Pay, the competent authority to investigate the credit information, financial and banking relationship history of PAU.
- Cooperate with 9Pay to handle disputes and incidents arising within the responsibility of PAU...
- PAU commits to only use 9Pay's services for collection and payment transactions in accordance with the Terms of Service. Any sale or transfer of 9Pay's services and/or allowing a Third Party to use 9Pay's services shall be approved by 9Pay before implementation. In case PAU violates this regulation, 9Pay has the right to unilaterally terminate the service provision without any responsibility, and at the same time, PAU shall be responsible for compensating for all damages incurred to 9Pay.

- PAU shall be responsible for cooperating with 9Pay upon a transaction that the customer transfers money with the content of the money transfer not matching the content of the money transfer generated from 9Pay's system.
- PAU shall be exempt from all liability related to the Service provided by Party A.
- Other responsibilities according to the provisions of the Agreement and the law.

Article 9. Warranty disclaimers

We are not responsible for any loss of data, loss of interest or other problems related to accessing the website and using our Service, including but not limited to all Content, information, data, text, software, music, sound, images, graphics, video, messages or other materials that customers may store, post, or transmitted through our Service, or account information and other information created during the use of the Service by customer. Customer agrees and understands that, although we always strive to provide the Service as well as ensure that the provision of the Service takes place in the most stable manner, risks can always occur due to many objective and subjective reasons, including but not limited to Force Majeure events, technical problems, transmission line failures, external attacks, issues of contractors/Service provider partners,.... Customer agrees to use our Services at all risk (if any) and agrees not to take any legal action or claim for any damages (if any) resulting from your use of our Services.

Article 10. Cases of exemption from liability of 9Pay and its affiliated Banks:

1. Customer's transaction cannot be done due to malfunctioned processing system, communication system or for any reason other than 9Pay/Bank's fault.

Force majeure cases as prescribed in these Terms of Service, by law, including but not limited to: natural disaster, sabotage, war, ... or objective obstacles.

2. The balance in the customer's account is not enough/not available to carry out transactions or the account balance has been blocked/guaranteed to pay for the established/pre-registered obligations.

3. Regarding disputes arising during delivery, quality of goods and services, as well as other disputes (if any) arising when customers pay for online purchases.

4. Personal information, transaction information and information related to 9Pay service is disclosed/publicized to any third party in objective cases beyond the control of 9Pay and the Bank (unauthorized access, ...) will be the event that excludes the responsibility of 9Pay and the Bank.

Article 11. Irrevocable transactions

1. Customer cannot cancel, change any transaction that has been successfully made through 9Pay service, with all customer information recorded by the Bank along with the business details performed.

2. Any transaction that has been successfully processed through 9Pay's service will be considered by the Bank as valid and irrevocable, and the customer commits to take full responsibility and obligation to the Bank for such transactions.

Article 12. Execution of payment orders

1. All payment/transaction orders that satisfy the transaction authentication requirements of 9Pay service are considered unique made by customers.

2. Customers can make payment/transaction orders at any time of the day.

3. Payment/transaction orders to another customer using 9Pay service will be sent immediately after the customer makes the transaction at any time of the day.

4. Payment/transaction orders outside of 9Pay service from 8 a.m. to 3 p.m. on weekdays (except holidays and Tet as prescribed) will be delivered to the day after when the customer makes the transaction. Orders executed outside of the above hours will be delivered at the latest on the following working day.

Article 13. Intellectual property rights of the Company

Customer agrees and acknowledges that, our Service, and all necessary software, as well as elements/materials constituting the Service, including but not limited to images, trademarks, logos, designs, drawings, descriptions, instructions, notices, dialogue templates, maps, programming code, etc. and other elements/materials constituting the Service, (hereinafter collectively referred to as "Intellectual Property"), shall be the exclusive property of the Company and the Service Provider Partner at all times and under all circumstances. The Customer agrees and acknowledges that, at all times, Intellectual Property is protected by Vietnamese law as well as by International Treaties to which Vietnam is a party, regardless of whether such Intellectual Property has been registered by the Company for protection of intellectual property rights or not. The Customer shall not be entitled to use any of the Intellectual Property of the Company and its Partner for commercial purposes, or for profit, unless the user receives the Company's written consent. In the event that the use of the Intellectual Property is permitted for non-commercial purposes, the customer undertakes that such use of the Intellectual Property will not create any modification, alteration, influence, impediment, negativity impacting Intellectual Property, as well as the Company's reputation and brand.

Article 14. Force majeure events

1. Force majeure events are events that occur in an objectively unforeseeable manner, even though all necessary measures have been applied under the ability of either Party.

2. Circumstances that are considered force majeure events include but are not limited to natural disasters, fires, floods, earthquakes, accidents, disasters, disease restrictions, nuclear or radioactive contamination, war, civil war, uprising, strike or riot, ... leading to the failure to provide services

to customers, 9Pay will then promptly notify customers via website: <https://9pay.vn>, support hotline, SMS, ...

3. Incidents/events arising beyond 9Pay's control, prevention and expectation, leading to the inability to receive, process or perform customer transactions, such as:

a. The transmission system between 9Pay and the Bank(s)/partner encounters problems, or is illegally penetrated.

b. 9Pay's information and computer system encounters problems due to attack, virus infection or other unexpected problems.

c. The Bank(s) card transaction processing system encounters errors.

d. Transactions that are approved for execution on the system of the Bank(s) do not send a request for approval to 9Pay.

4. Problems arising from third parties providing infrastructure services (electricity, Internet connection, payment intermediaries, system supply/maintenance partners, payment infrastructure, cards) and any other third party providing services for 9Pay service provision:

a. Problems caused by power failure, communication problems.

b. Problems related to the Internet connection caused by service providers such as: transmission line disconnection, limited transmission capacity or similar problems that may affect the execution of customer transactions.

c. The interbank payment system or a third-party system related to the processing and executing of payment orders/instructions of customers encounters problems.

5. Other circumstances beyond 9Pay's control.

6. 9Pay reserves the right to waive all responsibility for the performance of this Terms of Service in case it is hindered or prevented by force majeure or any similar situation beyond 9Pay's control. If 9Pay fails to perform its obligations to the customer due to any of the above reasons or an event similar to a technical failure beyond 9Pay's control and/or due to the Bank's system failure, 9Pay will try to notify customers about the occurred event and apply necessary and reasonable measures to prevent and limit damage.

Article 15. Miscellaneous

1. The agreement between 9Pay and the customer will terminate in the following cases:

- The Parties agree to terminate this Terms of Service and will agree on specific conditions related to such termination;

- When the customer is dead, missing, has lost/restricted civil act capacity or is a participant in the proceedings in a Criminal/Civil/Administrative/Labor case and all other events that affect the financial situation, assets and debt repayment ability of the customer according to 9Pay's/Bank's evaluation, in these cases, the agreement will be terminated in a manner agreed upon by the two Parties and/or in accordance with the provisions of applicable laws.

2. Unilateral termination of the agreement:

9Pay has the right to unilaterally terminate the agreement upon:

- Customers related to cases, situations, events that affect the financial situation, assets and debt repayment ability of customers according to 9Pay's evaluation.

- The customer violates the responsibilities specified in the Terms of Service and Privacy Policy without any correction or remedy within fifteen (15) days from the date of receiving the notice of the Bank/9Pay.

- If the agreement is unilaterally terminated according to the above-mentioned circumstances, in addition to compensating for all actual and direct damages to the aggrieved Party, the violating Party shall also bear penalties in accordance with current law.

Upon termination of the agreement, the parties are obliged to:

+ Perform the remaining payment obligations (if any) for the performance of the service in accordance with the content of this Terms of Service and the Privacy Policy that the customer has agreed to when using 9Pay's service.

+ Resolve review requests and complaints related to the service performance of the parties.

3. Stop providing 9Pay service

9Pay may terminate/refuse/pause providing 9Pay services without prior notice to customers in the following cases:

- Customers do not comply with the conditions and terms of 9Pay Terms of Service, 9Pay's regulations and/or the law on using 9Pay service.

- On the decisions and requirements of law or competent State agencies.

- Cases involving counterfeit, risk or fraud.

- Upon basis/suspicious about the customer's money laundering activities.

- When the interests of 9Pay/customers/third parties may be harmed.

- Upon problems due to force majeure, beyond the control of 9Pay.

Article 16. Disputes and settlement

1. Contact 9Pay: If there is any dispute between a customer and 9Pay, please first contact 9Pay's Customer Support Center by one of the following methods:

- Phone number: 1900 88 68 32
- Email: hotro@9pay.vn
- Submit an Inquiry in 9Pay's Complaint Tracing section.

2. Law and Court for Disputes: Customer agrees that, all disputes, if any, between Customer and 9Pay, if not resolved through agreement or negotiation between the two parties, will be brought to settle in court in accordance with the Laws of the Socialist Republic of Vietnam.

3. Inappropriate Disputes: All claims made by the customer against 9Pay will be resolved in accordance with Article 15 of this Terms. Claims to the contrary of Article 15 of this Terms will be deemed inappropriate litigation/disputes and a breach of this agreement. And through 9Pay's notice of inappropriate litigation/dispute sent to the customer, the customer failed to request a dispute resolution with 9Pay.

Article 17. General Terms

1. This Terms of Service, Privacy Policy and other policies of 9Pay constitute a unified and complete agreement applicable to customers using 9Pay's services.

2. 9Pay reserves the right to amend, adjust any terms, content, items stated in this Terms of Service, in our Privacy Policy and any other policies related to 9Pay's services at any time and will be notified on the Company's website of such adjustment. If the customer continues to use 9Pay's services, the parties agree that the customer has implicitly agreed to our adjustments.

3. Liability to compensate for damage/breaching fine of the parties shall be applied in accordance with the provisions of law.

4. All notices from 9Pay/Bank to customers in the form specified in the Terms of Service will be deemed to be received by the customer:

- Within 05 (five) days from the date of mailing (by postmark of sending place) if sending by mail; or on the date of delivery if sending by other methods that record the date of sending such as fax, email, ... that the customer has registered with 9Pay; or on the date of publication on 9Pay's official website.

- Customer agrees that 9Pay may send notice to customer in any form including but not limited to SMS/MMS/Email,...

- Customers may limit the request to share information by contacting 9Pay's support center.

- By providing a phone number (mobile and/or landline) and/or email when using 9Pay's service, the customer has authorized 9Pay to send SMS/MMS messages, email or call the customer's phone number to introduce, advise, support, announce or promote 9Pay's products and services.

5. These terms were updated on June 1, 2022.

6. Copyright © 2019 9Pay Team. All rights reserved.