

PERSONAL DATA PROTECTION POLICY

Update: 28/01/2026

Best Way Corporation (“EWAY”) places the utmost importance on privacy and the protection of the **Merchant’s** Personal Data. We understand that, through this Personal Data Protection Policy (the “**Policy**”), the Merchant will be transparently informed regarding the methods by which we process and safeguard the Merchant's Personal Data during the process of searching for, accessing, and registering to use **FINFAN's** services. This ensures that Personal Data remains private and secure in accordance with applicable laws and FINFAN's security standards.

This Policy serves as a Notice on Personal Data Processing and Protection. It is subject to amendment as deemed necessary, and the latest updated version shall be published on our official Website. Therefore, we recommend that the Merchant periodically review the Policy on our Website.

This Policy carries the same binding legal effect as an agreement executed between FINFAN and the Merchant regarding the respective terms herein. By **ticking/checking the consent box** at the time of account registration, the Merchant acknowledges that they have read, understood, and fully agreed to the following contents:

ARTICLE 1. DEFINITIONS

This Policy is formulated and implemented in compliance with the Law on Protection of Personal Data of 2025 (Law No. 91/2025/QH15), Decree No. 356/2025/ND-CP, and their guiding documents. In this Policy, the following terms shall be construed as follows:

1. FINFAN: means the commercial brand of Best Way Corporation (EWAY), Enterprise Registration Certificate No. 0305221500; with its headquarters located at Room 702A, 7th Floor, Centre Point Building, 106 Nguyen Van Troi, Phu Nhuan Ward, Ho Chi Minh City, Vietnam.

2. Merchant (ĐVCNTT): means the payment acceptance units (hereinafter referred to as “**Merchant**”), including individuals and organizations (enterprises, household businesses) that legally provide/sell products and services and utilize FinFan’s Technological Solutions to connect with International Partners for the purpose of receiving revenue.

3. Services: shall be understood as data collection and processing support services provided by FINFAN to the Merchant for the purpose of facilitating payments, as authorized by the Merchant.

4. Contract: includes contracts, agreements, terms, conditions, or other documents entered into or agreed upon between the Merchant and FINFAN in accordance with the provisions of law.

5. Personal Data: means information in the form of symbols, writing, digits, images, sounds, or similar forms in the electronic environment that is associated with a specific Merchant or helps identify a specific Merchant. Personal Data includes Basic Personal Data and Sensitive Personal Data.

6. Basic Personal Data shall include the following information:

- (i) (i) Surname, middle name and birth name, other names (if any));
- (ii) Date of birth;
- (iii) Gender;
- (iv) Place of birth, place of birth registration, place of permanent residence, place of temporary residence, current place of residence, native place, contact address;
- (v) Nationality;
- (vi) Personal image;
- (vii) Phone number, Citizen Identity Card number, personal identification number, personal tax identification number; Information facilitating the receipt of funds, including: Bank account number, bank name - branch (for the purposes of identification and receipt of funds); email address;
- (viii) Other information associated with a specific Merchant or helping to identify a specific

Merchant that does not fall within the scope of Sensitive Personal Data as prescribed in Clause 6 of this Article.

(ix) Information regarding activities in the digital environment (IP address, device information, system logs, Service usage history) and other information associated with a specific individual.

7. Sensitive Personal Data: means Personal Data associated with the privacy of the Merchant which, when infringed, will directly affect the legitimate rights and interests of the Merchant, including the following types of data:

a) Information regarding physical attributes and unique biological characteristics of the individual;

b) Data regarding crimes and criminal acts collected and stored by law enforcement agencies;

c) Other Personal Data designated by law as specific and requiring necessary security measures.

d) Transaction information generated within the FINFAN internal system (including: transaction history on the Application, identified account balance, and the status of money transfer orders)

đ) Other information associated with a specific Merchant or helping to identify a specific Merchant that is determined as Sensitive Personal Data in accordance with the provisions of law.

8. Processing of Personal Data: means one or more activities impacting Personal Data, such as: collection, recording, analysis, verification, storage, modification, disclosure, combination, access, retrieval, recovery, encryption, decryption, copying, sharing, transmission, provision, transfer, deletion, destruction of personal data, or other relevant actions.

9. Personal Data Controller: means an organization or individual that decides the purposes and means of the Processing of Personal Data.

10. Personal Data Processor : means an organization or individual that performs the Processing of Personal Data on behalf of the Personal Data Controller, via a contract with the Personal Data Controller.

11. Personal Data Controller and Processor : means an organization or individual that simultaneously decides the purposes and means of, and directly performs, the Processing of Personal Data. Within the scope of this Policy, FINFAN acts as the Personal Data Controller and Processor with respect to the Merchant's Personal Data that we directly collect and for which we decide the processing purposes.

12. Data Subject: means the individual to whom the personal data relates. In this Policy, the Data Subject is an individual belonging to the Merchant or an individual who is the Merchant.

13. Website/app means the website and application used by FINFAN to maintain, provide, and operate the Services, or related to the Services provided to the Merchant.

14. FinFan Merchant App (or FinFan Merchant Application): means the mobile application provided by FinFan to the Merchant, owned by Nhat Phuong Joint Stock Company (Best Way Corporation), and made available on app stores for the Merchant to utilize the Services.

ARTICLE 2. TYPES OF PROCESSED DATA

1. Processed Personal Data includes data provided by the Merchant to FINFAN when the Merchant searches for, accesses, or registers to use the services, and data generated during the course of the Merchant's use of the services, as follows::

(i) Basic Personal Data as prescribed in Clause 6, Article 1 of this Policy; and

(ii) Sensitive Personal Data as prescribed in Clause 7, Article 1 of this Policy.

2. Data Collection Sources: FINFAN collects data directly from the Merchant via the Website/App and registration forms; from the devices and browsers used by the Merchant; and from lawful third parties (such as credit institutions, state agencies) for the purposes of identification and transaction execution.

3. The collection and processing of the aforementioned types of data shall only be conducted to the extent necessary to provide the corresponding Services and in compliance with the provisions of law.

ARTICLE 3. PURPOSES OF PERSONAL DATA PROCESSING

Personal Data pursuant to Article 2 above may be processed for the following purposes:

1. Providing services to the Merchant in accordance with the Contract and/or performing FINFAN's rights and obligations in accordance with legal provisions, including:

- (i) Authenticating and storing the Merchant's Personal Data to provide services in accordance with legal provisions;
- (ii) Exercising the Merchant's rights related to Personal Data in accordance with legal provisions and the agreement between the Merchant and FINFAN;
- (iii) Performing obligations under the Merchant's Contract and/or FINFAN's obligations to relevant agencies, organizations, and individuals in accordance with legal provisions;
- (iv) Publicly disclosing the Merchant's Personal Data only in cases where it is mandatorily required by law;
- (v) Performing FINFAN's obligations in accordance with legal provisions and upon the request of state agencies, including regulations on inspection; examination; auditing; statistics; reporting; finance, accounting, and taxation; risk management; Anti-Money Laundering (AML), Countering the Financing of Terrorism (CFT), and sanctions compliance; and upon the request of state agencies and other relevant obligations;
- (vi) Performing operations to ensure the safety of the Merchant's Personal Data; ensuring the safety of FINFAN's information systems, such as backup, redundancy, monitoring, resource optimization, and protection of the Merchant's Personal Data;
- (vii) Detecting and preventing fraudulent acts, scams, attacks, intrusions, unauthorized appropriation, criminal acts, and other illegal activities to protect the Merchant's Personal Data;
- (viii) In cases of national defense and security emergencies, social order and safety, major disasters, or dangerous epidemics; when there is a threat to security and defense but not to the extent of declaring a state of emergency; preventing and combating riots, terrorism, crime, and violations of law in accordance with legal provisions;
- (ix) Using the Merchant's information (including sharing, disclosing, and transferring information to third parties) to provide services as requested by the Merchant, strictly within the scope of information for which the Merchant has consented;
- (x) Using the Merchant's information (including sharing, disclosing, and transferring information to third parties) to perform FINFAN's obligations in accordance with the provisions of law;
- (xi) Serving the activities of state agencies in accordance with specialized legal provisions;
- (xii) Analyzing application usage and improving service quality through anonymous statistical metrics and performance data collected via Firebase Analytics and related SDKs; and
- (xiii) Other purposes to comply with the law.

2. Supporting the Merchant during the use of services in accordance with the Contract and legal provisions, including:

- (i) Updating and processing information when the Merchant uses the services;
- (ii) Customer care, receiving and resolving inquiries and complaints from the Merchant regarding the services;
- (iii) Marketing and Advertising: Sending information regarding new products, promotions, offers, and marketing programs suitable to the Merchant's preferences and activity history. FinFan commits to conducting this only with the Merchant's consent and in compliance with legal regulations on advertising (including regulations on reasonable message frequency to avoid causing nuisance) (if any). The Merchant has the right to withdraw consent or request to stop receiving advertising information at any time through the methods provided by FinFan;

(iv) Using and transferring Personal Data to organizations and individuals (as prescribed in Article 10 of this Policy) within the necessary scope, including information on difficulties, incidents, and error reports reflected by the Merchant, to identify and troubleshoot service issues; and performing other activities regarding customer care and support for the Merchant.

ARTICLE 4. DATA OF MERCHANTS UNDER THE AGE OF 18

FINFAN's Services are not intended for individuals under the age of 18. We do not knowingly collect or process Personal Data from any individual under the age of 18. If an individual is under the age of 18, please do not register for or use our Services, nor provide any Personal Data to us. In the event that we discover we have inadvertently collected or processed the Personal Data of an individual under the age of 18, we shall take necessary measures to cease processing and delete such Personal Data as soon as possible. If you are a parent or legal guardian and become aware that your child under the age of 18 has provided Personal Data to us, please contact FINFAN immediately so that we may take appropriate actions.

ARTICLE 5. METHODS OF DATA PROCESSING

1. Methods of Collection

Personal Data is collected directly from the Merchant in the following cases:

(i) **From FINFAN's Website:** We may collect Personal Data when the Merchant accesses any of FINFAN's websites (collectively referred to as the "**Website**") or utilizes any features or resources available on or through the Website.

(ii) **From the Application:** We may collect Personal Data when the Merchant downloads or uses the application intended for mobile devices (collectively referred to as the "**Application**"). These Applications may record certain information (including App usage statistics, device type, operating system, App settings, IP address, language settings, connection date and time, and other technical communication information).

(iii) **From Registration and Transaction Activities:** When the Merchant registers an account, enters into a contract, or uses the Services provided by FINFAN.

(iv) **From Communications with the Merchant:** We may collect Personal Data through interactions between Us and the Merchant (face-to-face meetings, mail, telephone, online, call center systems, electronic communications, or any other means).

(v) **From Social Networks:** Including FINFAN's social networks and/or social networks operated by partners.

(vi) **Other Means:** We may collect Personal Data when the Merchant interacts with FINFAN through any other means.

We may also collect Personal Data indirectly from the Merchant through public, official information sources; or by receiving necessary shared data from subsidiaries and partners that they have collected during the course of cooperation with FINFAN to provide services to the Merchant, on the basis that the Merchant has agreed to such sharing in accordance with regulations.

(vii) **Push Notifications:** The Application uses the **Firebase Cloud Messaging** service to send notifications to the Merchant's device. These notifications aim to provide timely information regarding services, transactions, or important updates. The Merchant may customize or turn off notifications in the device settings. The Merchant may refuse to receive notifications by adjusting their device settings or within the Application's notification settings page.

(viii) **Camera and NFC Access:** The Application may request access to the Camera or **NFC (Near Field Communication)** to scan and read information from the **Citizen Identity Card (CCCD)**. This is solely for the purposes of identity verification and ensuring account security. Data is processed in compliance with current legal regulations and is not shared with third parties outside the scope necessary to provide the services.

2. Methods of Storage

The Merchant's Personal Data is stored within the territory of Vietnam in FINFAN's database systems or wherever we or our branches, subsidiaries, affiliates, partners, or essential infrastructure/technical service providers have facilities, and backup copies are created for data centers in another region..

During the Merchant's access to FINFAN's Website, Application, and social networks, we may also temporarily store information via cookies, clickstream, or similar website browsing data storage tools. This is intended to temporarily store technical information to identify the session, optimize the interface, and enhance the Merchant's service experience.

3. Data Transfer and Sharing

(i) We shall employ necessary security measures to ensure that the transfer/sharing of the Merchant's Personal Data to (i) enterprises; (ii) individuals/organizations participating in the Personal Data Processing as prescribed in Article 8 of this Policy; or (iii) competent state agencies, is secure. Such sharing always ensures information security, prevents data leakage or exposure, and requires parties receiving Personal Data to implement data security measures.

(ii) The Merchant's information may be transferred, shared, and processed in the following regions: a. Within the territory of Vietnam; b. In any country where FINFAN maintains headquarters; c. In countries where partners, third parties, or individuals/organizations prescribed in Article 9 of this Policy maintain headquarters or operate to provide services to FINFAN:

4. Methods of Analysis

The analysis of Personal Data is conducted according to FINFAN's internal processes. We maintain strict monitoring mechanisms for each data analysis process, which includes verifying compliance with legal requirements regarding data confidentiality and ensuring information security for information technology systems prior to conducting analysis. We also have strict rules ensuring that personal information is anonymized or de-identified at the appropriate stage of the processing.

5. Methods of Encryption

Collected Personal Data is encrypted according to appropriate encryption standards when necessary during data storage or transfer, to ensure that the data is protected, authenticated, integral, and cannot be altered after transmission.

6. Methods of Deletion

When the Merchant terminates the use of FINFAN's services and submits a valid request, we shall proceed to permanently delete all Personal Data that the Merchant has provided and/or that we have collected during the Merchant's use of the services, except where the law provides otherwise or in cases where deletion is not feasible, as follows:

(i) The law does not permit data deletion or mandatorily requires data retention;

(ii) Personal Data is processed by competent state agencies for the purpose of serving the activities of state agencies in accordance with legal provisions;

(iii) Personal Data has already been made public in accordance with legal provisions;

(iv) Personal Data is processed to serve legal requirements, scientific research, and statistics in accordance with legal provisions;

(v) In cases of national defense and security emergencies, social order and safety, major disasters, or dangerous epidemics; when there is a threat to security and defense but not to the extent of declaring a state of emergency; preventing and combating riots, terrorism; preventing and combating crime and violations of law;

(vi) Responding to emergency situations threatening the life, health, or safety of the Merchant or other individuals.

ARTICLE 6. SDK AND THIRD-PARTY SERVICES

The FinFan Merchant Application integrates several Software Development Kits (SDKs) and third-party services to provide essential functions, including notifications, analytics, and identity verification. These SDKs may collect and process limited data on our behalf as follows:

1. Firebase Services: The Application utilizes Firebase services, including Firebase Cloud Messaging and Firebase Analytics, to enhance functionality and user experience.

(i) **Firebase Cloud Messaging (FCM):** Used to send push notifications such as updates and reminders. Device tokens are used to deliver messages, but no Personally Identifiable Information (PII) is collected or stored.

(ii) **Firebase Analytics:** Used to collect anonymous usage data to help us understand how users interact with the application. The setting `google_analytics_automatic_screen_reporting_enabled` is enabled to automatically record screen views. No Personally Identifiable Information (PII) is collected.

2. Identity Verification and Operational Service Providers: To provide Services, maintain the Platform, and comply with legal obligations, FinFan requires the performance of specialized technical and operational processing activities. These activities may be performed directly by FinFan or through the use of third-party service providers (hereinafter referred to as “**Operational Partners**”). By accepting this Policy, the Merchant agrees that we have the right to share the Merchant's personal data with Operational Partners for the following purposes:

(i) **Identity Verification:** To verify the Merchant's identity and comply with regulations on Anti-Money Laundering (AML), Countering the Financing of Terrorism (CFT), and Countering the Proliferation of Weapons of Mass Destruction. Relevant data (such as names, identification numbers, facial images, document images, device information) may be processed internally by us or securely transmitted to Operational Partners specializing in Identity Verification.

(ii) **Other Support Services:** We may also share data with other Operational Partners for purposes such as transaction processing, system security, data analysis, or other technical operational activities. FinFan commits to sharing information only within the necessary scope. We always implement contractual control measures (such as Data Processing Agreements) to require these Operational Partners to strictly comply with security regulations, process data solely according to our instructions and legal provisions, and not use the data for any other purpose.

ARTICLE 7. FINFAN'S DATA SECURITY PRINCIPLES

1. The Merchant's Personal Data shall be kept confidential and secured in accordance with this Policy and the provisions of law.

2. We are responsible for ensuring cyber information security in accordance with the provisions of law, contributing to the protection of national defense, national security, state secrets, maintaining political stability, social order and safety, and promoting socio-economic development.

3. The response to and handling of cyber information security incidents shall always ensure the legitimate rights and interests of the Merchant.

4. Cyber information security assurance activities shall be conducted regularly, continuously, promptly, and effectively.

ARTICLE 8. POTENTIAL UNWANTED CONSEQUENCES AND DAMAGES

1. We implement various information security measures and technologies to protect and prevent the Merchant's Personal Data from being accessed, used, or shared unintentionally. However, no data can be completely secured. Therefore, we cannot guarantee absolute security of the Merchant's Personal Data in certain cases, including but not limited to:

- (i) Technical incidents, transmission errors, or hardware/software faults belonging to third-party manufacturers or beyond FINFAN's reasonable control;
 - (ii) Security vulnerabilities beyond our control, or system attacks by hackers causing data leakage;
 - (iii) The Merchant self-discloses or leaks Personal Data due to: negligence or being defrauded; accessing websites or downloading applications containing malicious code (malware), or having devices compromised/hijacked by hackers.
2. We recommend that the Merchant secure information related to login passwords for the Merchant's account and OTP codes, and not share this content with any other person; safeguard personal devices (mobile phones, tablets, personal computers, etc.) during use; and the Merchant should log out of their account when not in use.
3. The Merchant should be clearly aware that at any time the Merchant discloses and makes Personal Data public, such data may be collected and used by others for purposes beyond the control of the Merchant and Us.
4. In the event that the data storage server is attacked resulting in the loss, disclosure, or leakage of the Merchant's Personal Data, FINFAN shall be responsible for notifying the competent authorities for investigation and handling within the time limit prescribed by law, and notifying the Merchant in accordance with legal provisions.
5. Cyberspace is not an absolutely secure environment. When the Merchant transmits Personal Data via cyberspace, the Merchant should only use secure systems to access the website, application, or device. The Merchant is responsible for securing their access authentication information for each website, application, or device to ensure safety and confidentiality.
6. In the event that the Merchant does not agree with certain data processing purposes prescribed in this Policy by exercising the right to delete, right to request deletion, right to withdraw consent, right to restrict data processing, or right to object to data processing, this may lead to FINFAN's inability to provide services to the Merchant. Depending on the specific case, the Merchant may:
- (i) Be unable to use the services; or
 - (ii) Be subject to other restrictions depending on the specific case.

ARTICLE 9. START TIME AND END TIME OF PERSONAL DATA PROCESSING

1. Personal Data shall be processed from the time we receive the Personal Data provided by the Merchant and we possess an appropriate legal basis to process such data in accordance with the provisions of law.
2. To the extent permitted by law, Personal Data shall be processed until the data processing purposes stated in Article 3 of this Policy have been fulfilled.
3. End Time: In principle, the processing of Personal Data shall terminate when the Merchant terminates the Service Contract or when the purposes stated in Article 3 have been completed. However, to comply with specialized legal regulations, data retention periods are specifically prescribed as follows:
- (i) For Financial Transaction Data and Accounting Documents: Shall be stored for a minimum of 10 years from the time the last transaction arises, in compliance with the current Law on Accounting.
 - (ii) For Customer Identification Records (eKYC/Merchant Records): Shall be stored for a minimum of 05 years from the time the Merchant terminates the business relationship with FINFAN, in compliance with the Law on Anti-Money Laundering.
 - (iii) For Marketing and Behavioral Data: Shall be deleted or anonymized immediately when the Merchant terminates the Contract or when the Merchant withdraws consent for data processing for marketing purposes.
4. In cases of mandatory retention as prescribed by the aforementioned laws, the data shall be transferred to a "Restricted Storage" mode. During this period, data shall only be stored to serve inspection and examination activities by State agencies and dispute resolution (if any), and shall absolutely not be used for business or marketing purposes.

ARTICLE 10. ORGANIZATIONS AND INDIVIDUALS INVOLVED IN THE PERSONAL DATA PROCESSING

1. Depending on the specific case, we may act as the Personal Data Controller or the Personal Data Controller and Processor.
2. To the extent permitted by law and deemed necessary, the Merchant clearly understands that we may share Personal Data for the purposes mentioned in Article 3 with the following organizations and individuals:
 - (i) FINFAN's subsidiaries and affiliates directly participating in the process of system operation, verification, and support of transaction processing;
 - (ii) Organizations and individuals providing services and/or cooperating with FINFAN, including: Agents, consultants, auditors, lawyers, notaries; business cooperation partners; providers of information technology solutions, software, applications, operation services, management, incident handling, infrastructure development, and other relevant organizations and individuals (including providers listed in Article 6);
 - (iii) Any individual or organization that is a representative or authorized party of the Merchant, acting on behalf of the Merchant;
 - (iv) International Partners (referred to in the Terms and Conditions Policy), payment service providers, and intermediary payment service providers based on the authorization or approval of the Merchant.
3. Data sharing shall be conducted in accordance with the correct procedures, methods, and current legal regulations. Parties receiving Personal Data are obligated to secure the Merchant's Personal Data in accordance with this Policy; FINFAN's regulations, processes, and standards regarding Personal Data Protection; and current legal provisions.
4. We may provide the Merchant's Personal Data to competent state agencies when performing the Personal Data Processing purposes stated in Article 3 of this Policy in accordance with legal provisions.

ARTICLE 11. RIGHTS OF THE MERCHANT

1. The Merchant has the right to be informed of their Personal Data Processing activities, unless otherwise provided by law.
2. The Merchant has the right to give consent regarding the Processing of their Personal Data, unless otherwise provided by law.
3. The Merchant has the right to access to view, rectify, or request rectification of their Personal Data, unless otherwise provided by law. We shall rectify Personal Data upon the Merchant's request or in accordance with specialized legal provisions. In cases where this cannot be performed, we shall notify the Merchant in accordance with the agreement between Us and the Merchant, and legal provisions.
4. The Merchant has the right to delete or request the deletion of their Personal Data in accordance with the provisions of Clause 6, Article 5 of this Policy.
5. The Merchant has the right to request restriction of the Processing of their Personal Data in accordance with legal provisions. The restriction of data processing shall be implemented by Us upon the Merchant's request, subject to technical feasibility, unless otherwise provided by law or agreed upon by the parties.
6. The Merchant has the right to request Us to provide them with their Personal Data, unless otherwise provided by law. The provision of the Merchant's Personal Data shall be performed by FINFAN upon the Merchant's request, unless otherwise provided by law.
7. The Merchant has the right to withdraw consent for the processing purposes for which the Merchant has previously consented to allow FINFAN to process, unless otherwise provided by law. Upon receiving the request, FINFAN shall notify the Merchant of the potential consequences and damages resulting from the withdrawal of consent. In the event that the Merchant's withdrawal of consent affects the performance of the Contract between FINFAN and the Merchant; FINFAN's legal obligations; the life, property, and legitimate rights and interests of the Merchant or other organizations and individuals;

or the duty to protect national security and social order and safety, we have the right to restrict, suspend, terminate, or cancel part or all of the Contract between FINFAN and the Merchant. We are exempted from all legal liability or compensation for any losses incurred by the Merchant in this instance.

8. The Merchant has the right to object to FINFAN Processing their Personal Data in order to prevent or restrict the disclosure of Personal Data or for other reasons in accordance with legal provisions. We shall implement the Merchant's objection request upon receipt, unless otherwise provided by law. In the event that the Merchant's objection affects the performance of the Contract between FINFAN and the Merchant; FINFAN's legal obligations; the life, property, and legitimate rights and interests of the Merchant or other organizations and individuals; or the duty to protect national security and social order and safety, We have the right to restrict, suspend, terminate, or cancel part or all of the Contract between FINFAN and the Merchant. We shall not bear any losses incurred by the Merchant in this instance.

9. The Merchant has the right to claim compensation for actual damages in accordance with legal provisions if FINFAN commits acts violating regulations on the protection of their Personal Data, unless otherwise agreed by the parties or provided by law.

10. The Merchant has the right to self-protection in accordance with relevant legal provisions, including the provisions of the Civil Code, or to request competent agencies and organizations to implement methods to protect civil rights, such as compelling the termination of the infringing act, compelling a public apology and public rectification, and claiming compensation for damages in accordance with other legal provisions. The Merchant has the right to actively delete their account at any time via the "Delete Account" button in the application settings. Upon account deletion, we shall cease processing relevant personal data, except where retention is required by law.

ARTICLE 12. USER CONSENT AND DEVICE ACCESS PERMISSIONS

The FinFan Merchant Application may request specific device access permissions and user consent to process data as required by platforms and applicable data protection laws.

1. Consent for Notifications and Tracking:

- (i) The User shall be requested to grant permission to receive push notifications via Firebase Cloud Messaging.
- (ii) In the event that analytics or tracking identifiers are utilized, FINFAN shall request explicit consent through the operating system's tracking permission dialog.

2. Device Access Permissions:

- (i) Camera Access: Shall be solely used for capturing images of identification documents and facial images during the eKYC/eKYB process.
- (ii) Storage Access: To temporarily store identification images uploaded by the user prior to secure transmission.
- (iii) NFC Access: To read chip data from the Citizen Identity Card (CCCD) for authentication purposes.

3. Right to Withdraw Consent: The Merchant may manage or revoke these permissions at any time via the device settings or the "Privacy" section within the application.

Note: Disabling essential permissions (such as Camera, NFC) will result in the Merchant's inability to perform related features such as Identification (eKYC) or document uploading, and FINFAN shall not be held liable for any service interruptions arising from such actions by the Merchant. Regarding data processing for non-essential purposes such as Marketing and Advertising, the Merchant has the right to refuse or withdraw this consent at any time without affecting the provision of FINFAN's core payment services.

ARTICLE 13. OBLIGATIONS OF THE MERCHANT

1. Comply with legal provisions and FINFAN's regulations related to the Processing of the Merchant's Personal Data.

2. Provide, and guarantee the legal right to provide, fully, truthfully, and accurately Personal Data and other information as requested by FINFAN when searching for, accessing, purchasing, registering for, and using services, and when there are changes to such information. We shall proceed to secure the Merchant's Personal Data based on the information the Merchant has provided. Therefore, in the event of any inaccurate information, we shall not be held liable if such information affects or limits the Merchant's rights. In the event of a failure to timely notify of changes, if risks or losses arise, the Merchant shall bear responsibility for errors, or acts of abuse or fraud during the use of services caused by the Merchant's fault or by the failure to provide correct, complete, accurate, and timely information regarding changes; including financial damages and costs incurred due to incorrect or inconsistent information provided.
3. Cooperate with Us, competent state agencies, or third parties in the event that issues arise affecting the security of the Merchant's Personal Data.
4. Self-protect the Merchant's Personal Data; proactively implement measures to protect the Merchant's Personal Data during the use of Products, goods, and services; request other relevant organizations and individuals to protect the Merchant's Personal Data; and promptly notify Us upon detecting errors, confusion regarding Personal Data, or suspecting that Personal Data is being infringed.
5. Respect and protect the Personal Data of others.
6. Bear sole responsibility for information and data that the Merchant creates or provides in cyberspace; bear sole responsibility in the event that Personal Data is leaked or infringed due to their own fault.
7. Regularly update themselves on regulations and policies related to the protection and Processing of Personal Data by FINFAN as notified to the Merchant from time to time via FINFAN's Website.
8. Implement legal provisions on personal data protection and participate in the prevention and combat of violations of regulations on personal data protection.

Not to obstruct data processing activities: The Merchant is obligated not to commit acts that cause difficulties or unlawful hindrance to the performance of rights and legal obligations of FINFAN and relevant parties. Other responsibilities in accordance with legal provisions.

ARTICLE 14. GENERAL PROVISIONS

1. This Policy is effective from the moment of confirmation of consent and simultaneously serves as the Notice on Personal Data Processing in accordance with current legal provisions. The Merchant undertakes to have read, clearly understood, and agreed to the entire content of this Policy without any conditions attached.
2. This Policy is established for the sole purpose of governing Personal Data Processing activities in compliance with legal provisions. In other words, this Policy has independent legal validity; it does not replace and is not dependent on the Contract shall be notified directly to the Merchant via FINFAN's other methods prior to application. Changes and the effective date shall be updated on the websites, applications, and/or via other methods of FINFAN. In cases where the law requires, FINFAN shall seek the Merchant's consent for such changes and/or the Merchant's acceptance and agreement to such supplementary changes.
3. The Merchant has read, understood, agreed, and commits to strictly implement the terms and conditions stated in this Policy. Matters not stipulated herein shall be implemented in accordance with legal provisions, guidelines of competent State agencies, and/or amendments and supplements to this Policy from time to time.
4. If a dispute arises, the parties shall proactively negotiate in good faith and cooperation. In the event that negotiation fails, the parties have the right to request a competent authority to resolve the matter in accordance with legal provisions.

5. This Policy is governed by and construed in accordance with the laws of Vietnam. If any content in the Policy is deemed illegal, invalid, or for any reason unenforceable by a reasonable judgment of a Court or competent State management agency, such content shall be deemed **severed** from the Policy and shall not affect the validity and enforceability of any remaining provisions of the Policy.

6. FINFAN does not sell or rent any Personal Data to third parties for marketing or advertising purposes. All data is processed solely for the purposes described in this Policy and within the scope of the Merchant's consent, unless otherwise provided by law.

7. FINFAN receives and processes requests regarding the Merchant's data rights in accordance with the procedures and time limits prescribed by law..

8. **Contact Information (Data Protection Department):** To exercise your rights (access, rectification, deletion, withdrawal of consent) or if you have inquiries or complaints related to this Policy, the Merchant is requested to contact our Data Protection Department via:

- **Unit:** Best Way Corporation
- **Address:** Room 702A, 7th Floor, Centre Point Building, 106 Nguyen Van Troi, Phu Nhuan Ward, Ho Chi Minh City, Vietnam
- **Email:** support.iban@finfan.vn
- **Hotline:** 028 6685 3317