

# TERMS AND CONDITIONS

**Update: 04/02/2026**

Please read these Terms and Conditions carefully before accessing or using FinFan's services. These Terms and Conditions (hereinafter referred to as "Terms and Conditions") govern the availability and use of the services provided by FinFan ("we", "our", and "FinFan") as defined below. By opening a FinFan account or accessing or using any part of FinFan's services, the Merchant ("individual", "organization", "any authorized person") accepts and agrees to be bound by these Terms and Conditions.. In addition, and without limiting the foregoing, the Merchant understands and agrees to comply with as well as be bound by the Privacy Policy, Cookie Policy, and other policies, guidelines, and notices issued by FinFan from time to time, each of which shall constitute an integral part of these Terms and Conditions. FinFan only processes data for non-essential purposes (such as marketing and advertising) when there is separate consent (additional opt-in) from the Merchant via the mechanism provided on the system, in accordance with applicable regulations.

FinFan may notify the Merchant of any major changes FinFan makes to these Terms and Conditions via electronic means; the Merchant shall be responsible for regularly reviewing and updating the latest version of these Terms and Conditions. At any time, the Merchant may view FinFan's current Terms and Conditions on our Website. All amendments and supplements shall take effect immediately after 03 (three) working days from the date of publication on the Website. By using FinFan's Services after such amendments or supplements have become effective, the Merchant agrees that they have read, understood, and agreed to the latest version of the Terms and Conditions, Personal Data Policy, Cookie Policy, as well as other policies, guidelines, notices, circulars, and announcements updated by FinFan from time to time. If the Merchant does not agree to such amendments or supplements, the Merchant shall not meet the eligibility requirements to use the services provided by FinFan and must immediately close their Account and cease using all FinFan Services.

These Terms and Conditions shall become effective and legally binding on the date any of the following events occurs: (i) the Merchant creates a FinFan Account; (ii) actively accepts the Terms and Conditions in writing or electronically; or (iii) uses FinFan's Services. Thereafter, these Terms and Conditions shall continue to be in effect until the date the Merchant closes the Account and ceases using FinFan's Services. Acceptance of these Terms and Conditions confirms that the Merchant has fully understood and agreed to all contents stipulated herein. In the event any content remains unclear, the Merchant should seek independent legal advice regarding such term.

## I. GENERAL PROVISIONS

These Terms and Conditions ("Terms and Conditions") apply to Individuals and organizations creating an account on FinFan's Website/App who have agreed to read and strictly and fully comply with the contents stipulated in these Terms and Conditions by agreeing (ticking/checking the checkbox) online at the time of account creation or by continuing to use the account after updates to these Terms and Conditions are posted on FinFan's website. The online form of execution regarding the agreement and compliance with the contents of these Terms and Conditions between Best Way Corporation ("FINFAN") and the account creator is confirmed by the parties to constitute a written form, possessing legal validity and binding the parties to strict compliance.

FinFan is a brand owned by Best Way Corporation. FinFan provides the technical infrastructure platform and acts as the entity receiving and processing the Merchant's registration dossier to connect the Merchant with the International Money Receiving Service of the International Partner (The Currency Cloud Limited).

## II. DEFINITION OF TERMS

1. **Service:** means the provision by FinFan of a technical platform, connection gateway, and support for the Merchant to access international money receiving services provided by the International Partner (The Currency Cloud Limited). FinFan acts as an introducer and provider of technology solutions and does not act as an intermediary payment service provider or a money transfer entity. Accordingly, the Merchant is the sole party initiating orders requesting the transfer of funds from the Identity Account to the Merchant's own beneficiary account; the cash flow is executed directly through the banking system and does not circulate through FinFan's accounts.
2. **Account:** Means the online identity account, for which the Merchant has correctly and fully filled in the information fields as required, completed the account creation steps, and received a successful account registration notification from FinFan. This is a service access account; FinFan does not perform the function of providing a payment account for the Merchant.
3. **Website/App:** Means the website and mobile application providing the technical infrastructure platform operated by FinFan, acting as a connection gateway to assist the Merchant in performing registration procedures and providing due diligence documents (KYC) according to the International Partner's standards to access the International Money Receiving Service. Through the Website/App, FinFan performs the functions of a technology solution provider and Merchant network developer, supporting data transmission between the Merchant and the International Partner.
4. **Merchant:** means payment acceptance units ("Merchant"), including individuals and organizations (enterprises, individual business households) providing/selling legal products and services and using FinFan's Technology Solution to connect with the International Partner for the purpose of receiving revenue.
5. **Product:** means goods and services compliant with the regulations of Vietnamese law, provided by the Merchant;
6. Khách hàng: là cá nhân hoặc/và tổ chức thanh toán tiền mua Sản phẩm hoặc/và có giao dịch/ngĩa vụ thanh toán cho ĐVCNTT theo quy định tại hợp đồng/thỏa thuận với ĐVCNTT thông qua Dịch vụ của FinFan.
7. **"Personal Data", "Basic Personal Data", "Sensitive Personal Data", "Data Processing":** These terms are understood and applied according to the definitions in FinFan's Personal Data Protection Policy and the current Law on Personal Data Protection. **Essential Data** is information necessary for FinFan to provide the Service as requested by the Merchant. **Non-essential Data** includes information serving the purposes of advertising, product introduction, and market research.
8. **Applicable Law:** means any law, regulation, or practice under the provisions of Vietnamese law.

### III. REGISTRATION/SUSPENSION OF ACCOUNT/SERVICE

#### *1.Account Registration*

- FinFan's Website/App includes 02 types of accounts: Personal Account for individuals and individual business households; Organizational Account for enterprises and funds established in accordance with the provisions of Vietnamese law;
- Each account shall be owned by only one Merchant and must undergo Account information verification in strict accordance with FinFan's online guidelines and regulations at the time of the Merchant's registration to use the account. The Merchant shall only be permitted to use the account from the time of completion of FinFan's Account information verification. The Merchant shall be solely responsible for the accuracy and completeness of the documents/papers provided and the information registered/modified on FinFan's Website/App.
- The Merchant shall be solely responsible for and warrants that the information and/or email registered to open the Account with FinFan is the phone number and email legally owned and/or used by the Merchant in accordance with legal regulations.
- The Merchant shall be solely responsible for all activities performed through the Account and has the obligation to secure the Account's login information such as: email/phone number, password, authentication code, and OTP code.

#### *2. Account Opening Dossier*

- **Personal Account, Individual Business Household Account:** Account applicable to Merchants who are individuals aged 18 or older, registered by FinFan using the Citizen Identity Card or Identity Card (hereinafter collectively referred to as “CCCD”), and business households registered by FinFan using the business household registration certificate and the CCCD of the household head. In which, cases under 18 years of age (determined by subtracting the date of birth on the CCCD from the current date) shall be considered as not meeting the requirements and verification shall fail.

- **Business Account** is the Enterprise Account applicable to Merchants who are enterprises registered by FinFan using the enterprise registration certificate/establishment decision and the CCCD of the legal representative.

- Each Merchant shall only be permitted to register 01 account and shall have the account created by FinFan based on personal identification documents (for individuals, business households)/legal documents (for Enterprises) in accordance with the regulations stated above.

The account opening dossier shall be updated by FinFan in accordance with legal regulations and FinFan's appropriate requirements from time to time, for each type of service used by the Merchant, and published on FinFan's website platform..

#### *3. Information Verification*

This refers to the process whereby FinFan, through its technical platform, implements measures to verify the information of the Merchant who has authorized FinFan to verify and collect data in accordance with the standards and requirements of the International Partner. This information is subsequently encrypted and transmitted to the International Partner's system to serve the provision of money transfer services to the Merchant in compliance with legal regulations throughout the process of opening, using, and terminating the account.

The Merchant must provide and update fully and accurately the information in the account opening dossier to FinFan and be responsible for the truthfulness of the information they provide.

#### ***4. Linking/Connecting to Bank Account***

Unless otherwise prescribed by law, upon FinFan's request, the Merchant is responsible for providing information on the Beneficiary Bank Account held in their own name (at any Bank legally operating in Vietnam) to receive funds from the International Partner. The Merchant is responsible for ensuring that this account has the function of receiving funds from abroad in accordance with current legal regulations, including but not limited to foreign exchange management.

The Merchant is responsible for providing valid beneficiary bank account information and maintaining the active status of such account to receive funds.

Depending on the time/scope of products/services deployed by FinFan and/or partners, the Merchant may be permitted to choose to open an account at any payment-accepting bank.

#### ***5. Account Suspension/Closure***

FinFan suspends/closes the account:

- The Merchant agrees, confirms, and accepts that the service (or any part thereof) may be cancelled by FinFan at any time if there are reasonable grounds indicating signs of high risk, fraud, or to comply with legal regulations. FinFan shall provide prior notice to the Merchant to the extent possible, except in cases of emergency or where the law stipulates that no prior notice is allowed. After cancellation, the service (or any part thereof) may be re-provided by FinFan at its sole discretion as it deems appropriate.
- If the Merchant violates any provision of these Terms and Conditions, or contravenes or violates any legal regulations related to the use of the service, FinFan has the right to unilaterally suspend the provision of the service. At the same time, FinFan has the right to notify competent state authorities and/or relevant individuals and organizations regarding the contravention or violation in an appropriate manner after cancelling or terminating the service (or any part thereof).
- All rights granted to the Merchant under these Terms and Conditions shall terminate immediately.

#### **Merchant requests suspension/closure of the account :**

- When the Merchant no longer has a need to use any of FinFan's Services, at any time, the Merchant may self-execute an emergency account lock on the Website/App or submit a request to close their FinFan account. The Merchant is responsible for ensuring that all obligations related to the FinFan account requested to be closed have been fully performed..
- The Merchant shall send a request to the prescribed support channels or contact the Customer Support Department for instructions. When receiving the Merchant's request to close the FinFan account, FinFan shall proceed with verification procedures to close the account.

All rights and benefits FinFan has granted to the Merchant under these Terms and Conditions and regulations related to the FinFan account requested to be closed shall terminate immediately. The Merchant agrees that FinFan has the right to refuse support regarding benefits that have arisen, are arising, or may arise (promotional offers, vouchers, etc.) related to the FinFan account that the Merchant has requested to close.

After closing the account, if the Merchant wishes to use a FinFan account, please contact the support channels for instructions on procedures to open the previously closed account.

#### **IV. PROVISION OF SERVICES**

FinFan provides a technical platform for the Merchant to register and use the Identity Account service provided by the International Partner abroad. The payment cash flow proceeds directly from the Merchant's Identity Account at the International Partner to the Merchant's Beneficiary Account in Vietnam. FinFan does not participate in the cash flow, and does not hold, manage, or execute payment of any funds of the Merchant. FinFan's role is limited to providing the technical infrastructure for transmitting transaction data.

The Sender information (Sender Name) on the money transfer instruction will display as the name of the Merchant itself (the display name registered with the International Partner). The Merchant understands and agrees to this cash flow structure.

Service fees include the technology platform fee paid to FinFan and transaction fees paid to the International Partner. The Merchant agrees that fees may be deducted directly by the International Partner from the cash flow at the Identity Account before transferring to Vietnam, or the Merchant has the obligation to pay FinFan separately according to periodic reconciliation (depending on the service configuration)).

#### **V. AGREEMENT WITH MERCHANT**

To use FinFan's Services, the Merchant agrees to and authorizes FinFan, through the technical platform, to transmit the Merchant's dossier and requests to the International Partner to create an Identity Account.

The Merchant is fully aware, agrees, and confirms that:

- The Merchant is fully aware and agrees to allow FinFan to process Essential Personal Data (including the types of personal data mentioned in the Personal Data Policy on our homepage) and transfer such data across borders to the International Partner as a prerequisite and mandatory condition to perform this Service.
- The purpose of the data transfer is to serve the identity verification (KYC) process, compliance appraisal, and execution of cross-border money transfer procedures as requested by the Merchant.

The methods, processes, and regulations are prescribed by FinFan in the authorization agreement and the Terms and Conditions for service use from time to time, appropriate for each Merchant whether an individual or an enterprise.

##### ***1. Merchant Commitments***

To warrant and be solely responsible for the accuracy and truthfulness of the information provided/declared before, during, and after the process of executing/using FinFan's Services.

FinFan is exempted from all issues/liabilities to the Merchant, Customers, third parties, and state regulatory agencies regarding information that the Merchant has provided before/at/during/after the time the Merchant uses FinFan's Services.

Not to use any program, tool, and/or any other form, whether intentionally or unintentionally, to interfere with the system and/or alter the data structure/system of FinFan. All forms of distributing, propagating, or encouraging any action intended to interfere with, sabotage, or infringe upon the data structure/system of FinFan's Service by the Merchant are strictly prohibited. Violations shall be handled in accordance with the provisions of these Terms and Conditions/Signed Contract (if any) and relevant legal regulations.

To strictly and fully comply with legal regulations regarding/related to the Merchant's business activities, Products, and payment transactions throughout the duration of using the Services provided by FinFan and to bear all independent responsibility before the law, FinFan, Customers, and Third Parties (if any) for their compliance.

Not to require Customers to pay any additional service fees when Customers choose to pay through FinFan's Service.

To provide and publicly disclose to Customers the Product exchange/return and warranty policy clearly and reasonably before/at the time the Customer makes payment. To immediately provide FinFan with the content of such policies upon receiving a request in writing/email and be responsible for notifying Customers and FinFan within 03 (three) working days before any changes or updates (if any)).

In the event the Merchant does not generate transactions via FinFan as stipulated in these Terms and Conditions and/or the contract within a period of 06 (six) months from the date of the last transaction, the Merchant agrees to provide customer identification information/documents/papers to re-update identity information upon FinFan's request. This is to ensure compliance with the International Partner's standards and FinFan's internal regulations before the Merchant is permitted to reuse the Service as stipulated in these Terms and Conditions and/or the contract.

To provide information/documents/papers, including but not limited to licenses, transaction vouchers, and contracts signed with Customers to prove the purpose of using the Service upon FinFan's request as soon as FinFan sends a notification via the Merchant's email. This provision serves the work of identifying the Merchant, verifying the Merchant's information in accordance with the Law on Anti-Money Laundering and/or FinFan's Internal Regulations on Anti-Money Laundering and/or resolving complaints/investigating transactions as requested by FinFan's Partner. If FinFan is administratively sanctioned by a competent state authority due to the Merchant's violation of the commitments in this article, the Merchant shall be responsible for paying the fine and indemnifying FinFan for all actual damages incurred (if any).

## ***2. Rights and Responsibilities of FinFan***

To be exempted from all liability in cases where the Merchant's information is disclosed, stolen, unauthorizedly altered, etc., and other cases arising from security vulnerabilities arising from/related to/at the Merchant's Website/App. In the event of a dispute, FinFan shall coordinate to provide system data to identify the cause of the incident; if the error is determined not to be directly caused by FinFan's system, the Merchant shall be solely responsible.

To be exempted from all liability related to the Merchant's tax obligations: The Merchant

understands and agrees that the entire amount received through the Service constitutes revenue/income from the Merchant's business activities. The Merchant is responsible for self-declaring, reporting, and fully paying all taxes, fees, and charges (including Corporate Income Tax, VAT, Personal Income Tax from business, and other taxes) arising from this revenue source to the Vietnamese Tax Authority in accordance with legal regulations. In case of a written request from the Tax Authority, FinFan has the right to provide the Merchant's transaction/revenue information to serve tax inspection and examination work in accordance with legal regulations.

The Merchant is responsible for keeping the Account information and authentication information (password, OTP code, security key, etc.) absolutely confidential. FinFan never requests the Merchant to provide this information. FinFan is exempted from liability for any damages arising from account information and security information being disclosed to any third party (including individuals claiming to be FinFan employees) for any reason.

To stop providing the Service upon detecting that the Merchant's system or telecommunications network infrastructure has an incident or carries a risk leading to collapse/risk/unsafety for FinFan's system/website: or upon the request of a competent state authority.

To apply preventive measures in accordance with legal regulations on services and/or the Law on Anti-Money Laundering when providing services as stipulated in these Terms and Conditions and the agreement between the Merchant and FinFan.

To be exempted from liability regarding any complaints or disputes related to the Merchant's business activities, Products, and sales transactions between the Customer and the Merchant.

To be exempted from liability in cases where the processing system, transmission system, electricity, etc., malfunction or encounter errors caused by third-party service providers or for any reason beyond FinFan's control. Or in cases where, for reasons of ensuring safety and limiting risks for the Merchant/Customer, FinFan does not perform or delays the performance of contents stipulated in these Terms and Conditions and the agreement between the Merchant and FinFan. However, FinFan commits to implementing maximum support measures to coordinate with relevant parties to remedy the incident and protect the Merchant's legitimate rights and interests.

Proactively and at its own discretion adjust and supplement regulations/policies regarding the Service and these Terms and Conditions and publish them on FinFan's Website/App from time to time.

To be protected regarding intellectual property rights over its assets when providing the Service in accordance with legal regulations on intellectual property. To implement measures to prevent acts of intellectual property infringement by the Merchant/Customer (if any).

Refuse or stop providing the Service without prior notice to the Merchant upon detection or occurrence of one of the following cases:

- The Merchant uses the Service to pay for transactions/activities/purposes/goods/services prohibited from business under the provisions of law or/and subject to conditional business but has not met the conditions under the provisions of law;
- The Merchant sends a request to withdraw consent, or objects to data processing or

restricts data processing with respect to essential data (such as identity data, transaction data, security) causing FinFan to no longer have sufficient database to continue providing the Service as stipulated in the Personal Data Protection Policy.

- When there is a written decision from a competent state authority or evidence proving that the Merchant uses the Service for money laundering, terrorist financing in accordance with the Law on Anti-Money Laundering and guiding documents for implementation;
- The Merchant violates one of the contents stipulated in these Terms and Conditions;
- The Merchant uses the Service incorrectly with one of the contents stipulated in these Terms and Conditions;
- The Merchant refuses to provide information upon FinFan's request when FinFan performs procedures for collection, verification, and assessment of Merchant information in accordance with the Law on Anti-Money Laundering and/or FinFan's Internal Regulations on Anti-Money Laundering;
- The Merchant collects additional service fees when the Customer chooses to pay through the Service;
- When FinFan has reasonable grounds to believe that the Merchant violates restricted activities, violates legal regulations on anti-money laundering, FinFan will take all necessary measures to protect FinFan, Customers, and relevant third parties.
- Actions FinFan may take include but are not limited to: Locking or limiting the Merchant's access to the Account;
- Contacting Customers with whom the Merchant transacts; contacting the Merchant's bank; contacting other Merchants or third parties to warn or note the Merchant's actions (if necessary);
- There is updated information that is incorrect because such information was provided by the Merchant to FinFan;
- Refusing to provide the Service;
- Notifying competent state regulatory agencies in accordance with relevant legal regulations;

FinFan is exempted from all liability when temporarily suspending/stopping/terminating the provision of Services to the Merchant when: The Merchant violates any provision of these Terms and Conditions, or contravenes or violates any current regulations or laws related to the use of the Service. The temporary suspension/stopping/termination of Service provision may be executed at any time and under any conditions if there are reasonable grounds indicating signs of high risk, fraud, or to comply with legal regulations.. Immediately upon the time of terminating the provision of Services to the Merchant:

- All rights granted to the Merchant under these Terms and Conditions shall cease to be effective immediately;
- FinFan is exempted from all liability when notifying third parties of the Merchant's violation acts when the Merchant violates any provision of these Terms and Conditions

or violates any provision of Vietnamese law related to the Service (if necessary and to protect the interests of FinFan and Customers)).

- The Merchant is responsible for managing the Account and bears comprehensive responsibility for all transactions/information created, displayed from/in their Account, except in cases where errors arise directly from FinFan's system). The Merchant must compensate FinFan and/or other Merchants or relevant third parties if the Merchant violates these Terms and Conditions (if any).
- Upon receiving a message and/or email from FinFan notifying of the transaction status (successful/processing), the Merchant is responsible for checking again by logging into the "Transaction History" page of the Account. The Merchant must provide Products or perform services for the Customer in accordance with the quality and timeline committed in the description when posting for sale, and simultaneously retain valid documents such as sales invoices or delivery notes with the Customer's signature, waybills of the carrier, and immediately provide them to FinFan when a complaint arises.

### ***3. Merchant Responsibilities***

The Merchant possesses sufficient operating licenses and meets all conditions under the provisions of law to be permitted to provide Products/goods, and shall immediately provide such license(s) upon receiving a request from FinFan. If a violation of this commitment leads to FinFan being required by a competent state authority to provide explanations and/or being administratively sanctioned/sued, the Merchant shall be responsible for working directly with the competent state authority, paying administrative fines for FinFan, and indemnifying FinFan for all actual damages incurred (if any)).

To self-secure their account login information. In the event the Merchant's login account information is disclosed leading to actual damages due to the Merchant's fault, FinFan is exempted from all liability; the party whose login account is disclosed or who discloses it shall bear all responsibility, except where the information disclosure arises directly from a technical error of FinFan's system

To ensure the provision of goods and products is legal and fully compliant with Vietnamese law regulations. To correctly and fully perform procedures for licensing/notification/registration of operations regarding business activities with state authorities.

Absolutely do not execute trading transactions of goods/services, or payment transactions that are prohibited or violate regulations of Vietnamese law.

Absolutely do not collude with organizations/individuals to commit fraudulent acts during the payment process; do not conduct fictitious payment transactions; do not provide – trade – exchange virtual currency; do not use the Service for illegal purposes/prohibited acts under the regulations of Vietnamese law.

To coordinate, explain, and provide documents to FinFan within the period notified by FinFan to prove the validity of transactions suspected of violating regulations of the Law on Anti-Money Laundering and/or FinFan's internal regulations on anti-money laundering, and transactions requiring information verification upon request of competent state management agencies.

The Merchant understands that, due to the specific nature of the international money receiving service, the money transfer order to Vietnam may display the Sender as the Merchant's own name (the display name registered with the International Partner). The Merchant commits to bearing comprehensive responsibility and directly explaining to the Beneficiary Bank in Vietnam regarding the source of funds (proving it is revenue from legal commercial/service activities, not investment remittance). FinFan, as a technology entity, does not participate in the cash flow; therefore, FinFan is completely exempted from liability in case the amount is refused, frozen, not yet credited, or requested to be refunded by the Beneficiary Bank because the Merchant fails to provide documents proving the valid purpose of receiving money under the regulations of Vietnamese Law, including but not limited to Foreign Exchange Management and Anti-Money Laundering.

To indemnify and hold harmless FinFan, its directors, employees, agents, and partners from bearing any consequences from the Merchant's business activities, sharing/transferring of the Merchant's information as well as any disputes, complaints, or lawsuits arising between the Merchant and the Customer or third parties or competent state agencies (if any). Has obtained the Customer's consent regarding the sharing/transferring of Customer information to FinFan and FinFan's Partners for FinFan to provide Services in accordance with the provisions of these Terms and Conditions.

The Merchant agrees and irrevocably authorizes the International Partner (following payment instructions/requests from FinFan) to have the right to deduct directly from the Merchant's Identity Account within 05 (five) working days from the date of receiving a refund request notification from FinFan for the entire amount paid in cases of refund, chargeback claims stipulated in these Terms and Conditions and/or Service Fees that the Merchant has not paid on time to FinFan. The Merchant is simultaneously responsible for maintaining sufficient balance in the Identity Account to ensure full performance of the obligations stated in this clause. The Merchant acknowledges the validity and irrevocability of these deduction orders.

Not to use the Service for/into purpose(s) of money laundering, terrorist financing, swindling, fraud, or other acts violating legal regulations (if any).

#### **4. *Refund and Reimbursement Policy***

- Refunds are executed based on the original transaction and the refund amount shall not exceed the total amount of the original transaction.

- The Merchant has the right to request a refund for the Customer by sending a request via the tool on the website or by email. To execute the refund to the Customer, FinFan sends instructions/requests to the International Partner to deduct the amount to be refunded from the available balance of the Identity Account or from subsequent payments. In the event that the balance is insufficient to execute the refund, FinFan has the right to request the Merchant to transfer the amount to be refunded into the Merchant's Identity Account at the International Partner to ensure the refund order is successfully executed.

##### **Right to Reimbursement:**

FinFan has the right to suspend, refuse payment, or reclaim a portion or the entirety of a transaction in the following instances:

- *The transaction is fraudulent, forged, or recorded and notified by the International*

- Partner as fraudulent, forged, or a transaction suspected of being fraudulent or forged according to the notification;
- The transaction was not notified by FinFan to the Merchant as successful, or the transaction was notified by FinFan as being duplicate;
- The transaction is disputed, and the Merchant fails to provide full and timely documents to prove the transaction or provides forged documents;
- The Merchant does not comply with the provision of information and data to FinFan in strict accordance with the provisions of this Terms and Conditions policy;
- Erroneous transactions arise due to the Merchant's technical errors;
- The provision of goods/services between the Merchant and the Customer violates regulations of Vietnamese law; or
- The Merchant fails to comply with the terms and conditions of these Terms and Conditions as well as other regulations in writing of the bank and/or FinFan (if any).

In the event that FinFan suspects the Merchant's transaction is fraudulent or forged, FinFan has the right to suspend payment of the value of the transaction suspected of fraud or forgery within 07 working days to request the Merchant to provide proving documents in accordance with regulations. Upon the expiration of this deadline, if the Merchant fails to provide a satisfactory explanation, FinFan has the right to refuse to process the subsequent steps related to the said transaction..

## **VI. ERRORS AND INCIDENTS**

### ***1. Detection of Errors or Invalid Transactions***

The Merchant may check the transaction history on their system at any time by logging into the Merchant's Account and accessing the transaction history. If the Merchant has reason to believe that one of the following instances is occurring with the Merchant Account:

- There is an incorrect transaction notification;
- An invalid transaction arises on the Merchant Account;
- There is unauthorized access to the Merchant's Account;
- The login password and/or Account password is disclosed, or the Merchant loses their mobile phone number, or loses/exposes access rights to the email registered to receive passwords from FinFan;
- Acts by another individual/organization who has transferred/is transferring money using the Merchant's Account or using the Merchant's Account without the Merchant's consent (this is referred to as "Unauthorized Account Use");
- And other cases (if any);

### ***2. Methods of Notifying Errors or Invalid Transactions***

Upon detecting one of the instances stipulated above, the Merchant shall immediately (and no later than 24 (twenty-four) hours from the time of detecting the error/incident) notify FinFan via one of the following methods:

- Call FinFan's Support Hotline: 028 6685 3317
- Send information to the email address: [support.iban@finfan.vn](mailto:support.iban@finfan.vn) or contact the sales staff in charge (clearly stating the transaction code, time of the incident, and description of the issue)

- Visit FinFan's office according to the information publicly posted on the website homepage: <https://finfan.io/en>

### ***3. Review and Processing of Merchant's Notification***

After receiving the error or incident notification from the Merchant, FinFan will proceed to check and verify the information to resolve the complaint in a transparent and effective manner.

#### **Response time for processing results:**

- Within 7 (seven) working days from the date of receiving the notification from the Merchant, FinFan will send the processing results or update the processing status.
- In certain special cases, the processing time may extend to:
  - 30 (thirty) days: For transactions requiring additional authentication with relevant domestic parties.
  - 90 (ninety) days: For transactions that have been completed, involve international elements, or require verification with foreign partners/banks.

#### **Note:**

- Processing time may vary depending on the complexity of the transaction and the response speed from relevant parties.
- FinFan will timely notify the Merchant if the processing process takes longer than expected.
- During the verification period, the Merchant may be requested to provide additional documents, screenshots, bank confirmations, etc.,.
- FinFan does not commit and does not guarantee that funds will be successfully refunded to the end customer's account or card in all cases.
- Refunds may fail due to causes beyond FinFan's control.
- FinFan is exempted from all liability regarding funds not being successfully refunded due to causes beyond FinFan's control after FinFan has fully performed the processing steps in accordance with regulations. In this case, FinFan commits to coordinate to the maximum extent with relevant parties to assist the Merchant and the customer in remedying the incident and minimizing damages incurred.

### **4. Processing Errors and Unexecuted Transactions**

#### **a) Processing transaction errors from FinFan's side**

In the event that FinFan detects errors arising during the transaction processing due to system or operational errors of FinFan itself, FinFan will proactively fix the error and apply appropriate remedial measures.

- If the error results in the Merchant receiving an amount lower than the actual amount, FinFan will coordinate with the International Partner to credit the difference to the Merchant's account.
- If the error results in the Merchant receiving more than the actual amount, FinFan will request the International Partner to debit the corresponding excess amount from the

Merchant's account or recover such amount via legal methods.

## **b) Case of unexecuted transactions**

If an error results in the transaction not being executable, FinFan shall bear responsibility for actual and reasonable damages incurred by the Merchant, except for the following cases:

1. The error does not entirely arise from FinFan's side (e.g., error from the banking system, partner)).
2. The Merchant's Account does not have sufficient balance to execute the transaction.
3. The Merchant enters incorrect information regarding their beneficiary account.
4. FinFan's system is undergoing maintenance/warranty/service suspension or is inaccessible, and this status has been publicly notified or was known to the Merchant at the time of the transaction.
5. FinFan is affected by a Force Majeure Event (as defined in Section XII of the Terms and Conditions).

### **Note:**

- All transaction adjustment actions will be notified by FinFan to the Merchant in writing or via official email.
- Refunds, set-offs, credits, or debits shall comply with current legal regulations and the internal policies of FinFan and the International Partner.
- In case of a dispute, FinFan will work with relevant parties to resolve it in a fair and transparent manner.

## **5. Complaint Resolution**

### **Time limit for submitting complaints**

The Merchant has the right to send a request for tracing or a complaint within 30 (thirty) days from the date the transaction arises.

After this time limit, FinFan has the right to refuse to accept the complaint.

### **Conditions for a complaint to be considered valid**

FinFan will receive and process a complaint if all the following conditions are met :

1. The complaint is sent within the prescribed time limit mentioned above.
2. The Merchant provides full evidence related to the transaction, including (but not limited to):
  - Copy of invoice/order;
  - Account statement, transaction information from the system;
  - Customer/payment transaction verification documents.
3. The Merchant has completed and signed FinFan's complaint/tracing form (according to the prescribed template), attaching full information.
4. FinFan reserves the right to refuse in the following cases:
  - The transaction has been previously complained about and resolved.
  - The transaction is currently under complaint processing.

- The transaction was previously refused for complaint for a valid reason.

## Complaint Reception Channels

The Merchant may send a tracing request/complaint to FinFan via one of the following channels::

- **Email:** [support.iban@finfan.vn](mailto:support.iban@finfan.vn)
- **Online Chat:** <https://finfan.io/en> (right corner of the screen)
- **Support Hotline:** 028 6685 3317 (office hours)

FinFan assumes no liability for complaints sent to the wrong email address, with unclear content, or lacking authentication information..

## Additional Notes:

- During the complaint processing, FinFan may request the Merchant to supplement additional documents and relevant information.
- FinFan commits to processing transparently, fairly, and complying with the timeline prescribed in Section 2.
- All conclusions regarding the complaint shall be sent in writing or via official email from FinFan.

## VII. RESTRICTIONS

The Merchant shall not participate in, directly or indirectly perform the acts prescribed below when using the Service:

1. Acts violating the laws, verdicts, resolutions, orders, or legally binding administrative measures of Vietnam.
2. Acts that may obstruct, violate, or go against public order or fine customs and traditions of Vietnam.
3. Acts infringing intellectual property rights (including but not limited to copyrights, trademarks, and patents), or reputation, privacy, and all other rights of the Company and/or a certain third party recognized by law or contract.
4. Acts leading to misunderstanding about the Company and/or third parties or intentionally spreading false information.
5. Acts of exchanging the right to use Content, Submitted Content, or any part of the Content, or the Service used by the Merchant, or obtained from the provision of the Service by the Company to obtain cash, assets, or other economic benefits without the Company's permission. "Content" is understood as any and all types of information, data, text, software, music, audio, images, graphics, videos, messages, or other materials that a user stores, posts, or transmits through FinFan's Service system.
6. Acts of using the Service for commercial purposes, profit-oriented purposes, and/or for other interests not yet approved by the Company, such as marketing, advertising (except for those approved by the Company); using the service for purposes other than the true purpose of the Service, or using it for other purposes contrary to Vietnamese law, or the law where the

Merchant or Customer resides.

7. Acts of supporting or collaborating with organizations, individuals, or groups showing signs of or committing acts violating the laws of Vietnam, causing harm to national security, social order and safety, policies of the Party and the State of Vietnam, etc,

8. The Merchant agrees and acknowledges that the Merchant shall not participate in, and/or perform any act that may threaten to disrupt or temporarily suspend the maintenance and provision of FinFan's Service or services and networks linked to FinFan's Services.

9. Accessing or using the Service through another person's account.

10. Acts of supporting or encouraging any of the acts stated in the Terms of this section.

11. Other acts deemed inappropriate by FinFan.

**DISCLAIMER AND WARRANTIES** FinFan assumes no liability for any data loss, loss of benefits, or other matters related to accessing the website and using our Services, including but not limited to all Content, information, data, text, software, images, graphics, messages, or other materials that the Merchant may store, upload, or transmit through our Services, or account information and other information generated during the Merchant's use of the Services.

The Merchant agrees and understands that, although FinFan always makes every effort to provide the Service as well as ensure the provision of the Service is carried out in the most stable manner, risks may always occur due to various objective and subjective causes, including but not limited to: Force Majeure events, technical incidents, transmission errors, external attacks, and incidents involving contractors/Service Partners. The Merchant agrees to use FinFan's Services with a full understanding of the risks (if any). The Merchant commits to cooperating with FinFan to remedy the situation and agrees to exempt FinFan from liability for compensation in these instances of Force Majeure or objective incidents.

## **VIII. LIABILITY EXEMPTION**

1. The Merchant's transaction cannot be executed due to incidents encountered by the processing system or transmission system, or for any other reason not attributable to the fault of FinFan and the International Partner. In these situations, FinFan commits to implementing maximum support measures to coordinate with relevant parties to remedy the incident and protect the legitimate rights and interests of the Merchant. Force majeure cases as stipulated in these Terms and Conditions and the law include, but are not limited to: natural disasters, catastrophes, war, or objective obstacles.

2. The balance in the Merchant's Identity Account is insufficient/non-existent to execute the transaction, or the account balance has been frozen/secured for payment of previously established/registered obligations.

3. Regarding disputes arising during the delivery process, quality of goods/services, as well as other disputes (if any) arising between the Merchant and the Customer during the online sales process.

4. Cases where personal information, transaction information, and information related to FinFan's service are published/disclosed to any third party in objective circumstances beyond

the control of FinFan and the International Partner (unauthorized intrusion), despite FinFan's efforts to apply technical and management security measures in accordance with legal regulations. In the event of a dispute, FinFan will coordinate to provide system data to verify the accuracy of the applied security measures before determining the liability exclusion event for FinFan and the International Partner.

5. Cases of liability exemption related to data risks, cybersecurity, and information leakage due to the Merchant's fault or cyber-attacks shall be applied in detail in accordance with the provisions of Article 8 of the Personal Data Protection Policy

## **IX. IRREVOCABLE TRANSACTIONS**

1. The Merchant may not revoke or modify any transaction that has been successfully executed through FinFan's Service and recorded by the International Partner with full information of the Merchant along with the executed operational details.

2. Any transaction successfully processed through FinFan's service shall be deemed valid and irrevocable by the International Partner and the Beneficiary Bank. The Merchant undertakes to bear full responsibility as well as obligations related to such transactions.

## **X. INTELLECTUAL PROPERTY RIGHTS**

The Merchant agrees and acknowledges that FinFan's Service includes all necessary software, as well as constituent elements/materials of the Service including but not limited to: images, trademarks, logos, designs, drawings, descriptions, instructions, notices, conversation templates, maps, programming codes, etc., and other elements/materials constituting the Service (hereinafter collectively referred to as "Intellectual Property"), and the Content are the exclusive property of FinFan at all times and in all cases.

The Merchant agrees and acknowledges that, at all times, the Intellectual Property is protected by Vietnamese law as well as International Treaties to which Vietnam is a member, regardless of whether such Intellectual Property has been subjected to registration procedures for intellectual property rights protection by the Company.

The Merchant has no right to use any of FinFan's Intellectual Property for commercial purposes, or for profit purposes unless obtaining our consent. In the event of being permitted to use Intellectual Property for non-commercial purposes, the Merchant undertakes that such use of Intellectual Property shall not create any modification, alteration, influence, hindrance, or negative impact on the Intellectual Property, as well as the reputation and brand of FinFan.

This intellectual property right does not include the Merchant's Personal Data. Personal Data belongs to the Merchant, and FinFan only exercises control/processing rights under the authorization and consent of the Merchant.

## **XI. FORCE MAJEURE EVENTS**

A force majeure event is an event beyond control, unforeseeable, unavoidable, and insurmountable despite having applied all necessary measures within FinFan's allowable capabilities, leading to the inability to provide the Service as stipulated in these Terms and Conditions. Force majeure events include but are not limited to: flood, fire, drought, storm, earthquake, epidemic, demonstration, insurrection, riot, and war (declared or undeclared), changes in policies/regulations of Vietnamese law (leading to no longer meeting the conditions under the law to provide the Service as stipulated in these Terms and Conditions), cyber-attacks, loss of network cables, etc.,...

Incidents/events arising beyond the scope of control, prevention, and anticipation of FinFan leading to the inability to receive, process, or execute the Merchant's transactions, such as:

- a. The transmission line system between FinFan and the International Partner encounters an incident or is unauthorizedly intruded.
- b. FinFan's information and computer systems encounter incidents due to being attacked, infected with viruses, or affected by other unintended incidents.
- c. The transaction processing system of the International Partner is faulty.
- d. Transactions are approved for execution on the International Partner's system but the request for execution approval is not sent to FinFan.

Incidents arising from third-party infrastructure service providers (electricity, Internet transmission lines, payment intermediaries, system provision/maintenance partners, payment infrastructure, cards) and any other third party supporting FinFan's service provision activities. In all cases, FinFan commits to coordinating to the maximum extent with relevant parties to remedy and minimize damages for the Merchant.

- d1. Incidents due to power loss, incidents due to telecommunications.
- d2. Incidents related to Internet transmission lines caused by the service provider such as: broken transmission lines, limited transmission capacity, or similar incidents that may affect the execution of the Merchant's transactions.
- d3. The international payment system or third-party systems related to the processing and execution of the Merchant's payment orders/instructions encounter an incident.

FinFan is exempted from all liability for the inability to perform the Service or data leakage incidents in accordance with the provisions of these Terms and Conditions when affected by a force majeure event. FinFan will attempt to send notification to the Merchant regarding the status of the incident affected by the force majeure event.

## **XII. APPLICABLE TERMS**

- 1. These Terms and Conditions, the Personal Data Policy, and other policies related to this Service constitute a unified and complete agreement applicable to the Merchant using FinFan's services. These Terms and Conditions are effective from the date they are posted on <https://finfan.io/en>
- 2. These Terms and Conditions stipulate the terms and conditions between FinFan and the Merchant regarding the registration and use of the FinFan account as well as the provision and use of services provided by FinFan. Before registering for or using the Service, in the role of a service user, the Merchant undertakes that they have read, clearly understood, and agreed to the entire Terms and Conditions of FinFan.
- 3. The Merchant understands and agrees that FinFan has the right to amend or supplement any content in these Terms and Conditions at any time at FinFan's discretion. The changed contents will be notified on the Company's Website regarding this adjustment and will take effect after 03 (three) working days from the time of being notified and publicly posted in accordance with regulations.

4. The Merchant must ensure that they have read and clearly understood FinFan's instructions and processes for using the Service and FinFan's amendments and supplements (if any);
5. All complaints related to service quality or personal data protection shall be handled according to the Complaint Procedure published on the Homepage.
6. The Merchant declares and confirms that the Merchant has full legal capacity, power, and authority to perform any act related to the FinFan account, including but not limited to activities of registering to open an account, or any activity using the account.