

# GENERAL TERMS AND CONDITIONS ON PROTECTION AND PROCESSING PERSONAL DATA

(Effective from 01/07/2023)

The Customer agrees to apply, coordinate and commit to comply with the General Terms and Conditions on Protection and Processing Personal Data of Shinhan Bank Vietnam Limited.

## 1. General provisions

- 1.1. General Terms and Conditions on Protection and Processing Personal Data (collectively “**General Terms and Conditions**”) are an integral part of the agreements, terms and conditions governing the relationship between the Customer and Shinhan Bank Vietnam Limited and/ related companies of Shinhan Bank Vietnam Limited (collectively “**the Bank**”).
- 1.2. For the avoidance of doubt, General Terms and Conditions only apply to individual Customers.
- 1.3. The Bank values and respects the privacy, security and safety of personal information. At the same time, the Bank always strives to protect the customer’s personal information and privacy (including related subjects of the Customer) and comply with Vietnamese laws through personal data protection measures that meet and are consistent with international standards.
- 1.4. The Bank only collects, processes and stores the Customer’s personal data in accordance with the law and within the scope of the agreement(s) between the Bank and the Customer.
- 1.5. By providing personal data of a third party (including but not limited to: information of dependents, legally related persons, spouses, children and/or parents) and/or the Customer’s guardian, friend, reference, beneficiary, authorized person, partner, emergency contact or other personal) for the Bank, the Customer commits represent, warrant and be responsible that the Customer has obtained the legal consent of such third party for the processing and information about the Bank being the subject of the processing of personal information for the purposes specified in General Terms and Conditions.
- 1.6. Depending on the role of the Bank in each specific situation is (i) the Controller; (ii) Personal Data Processor; or (iii) the Data Controller and Processor, the Bank shall exercise its respective rights and responsibilities in accordance with applicable laws.
- 1.7. General Terms and Conditions shall prevail in the event of any conflict or inconsistency with the agreements, terms and conditions governing the Customer’s relationship with the Bank, whether signed before, on or after the date of Customer’s acceptance of these General Terms and Conditions.
- 1.8. All rights and obligations of the Bank and the Customer in these General Terms and Conditions shall not replace, terminate or change, but will be cumulative to the rights that the Bank and the Customer have in any document and in these General Terms and Conditions is intended to limit or remove any of the rights of the Bank.

## 2. Interpretation of terms

- 2.1. **“Personal data”** means any information that is expressed in the form of symbol, text, digit, image, sound or in similar forms in electronic environment that is associated with a particular natural person or helps identify a particular natural person. Personal data includes basic personal data and sensitive personal data.
- 2.2. **“Basic personal data”** includes:
- a) Family name, middle name and first name, and other names (if any);
  - b) Date of birth; date of death or missing;
  - c) Gender;
  - d) Place of birth, place of birth registration, place of permanent residence, place of temporary residence, place of current residence, hometown, contact address;
  - dd) Nationality;
  - e) Personal photos;
  - g) Phone number, people’s identity card number, personal identification number, passport number, driver’s license number, license plate number, personal tax identification number, social insurance number, health insurance card number;
  - h) Marital status;
  - i) Information on family relationships (parents, children);
  - k) Information on personal digital accounts; personal data that reflects activities or history of activities in cyberspace;
  - l) Other information associated with a specific person or helping identify a specific person that is Sensitive personal data.
- 2.3. **“Sensitive personal data”** means personal data associated with an individual’s privacy that, when being infringed upon, shall cause a direct effect on the legitimate rights and interests of such individual, including:
- a) Political and religious views;
  - b) Information on health condition and private life that is documented in medical records, excluding information on blood type;
  - c) Information relating to racial origin and ethnic origin;
  - d) Information on inherited or acquired genetic characteristics of such individual;
  - dd) Information on distinctive physical attributes and biological characteristics of such individual;
  - e) Information on sex life and sexual orientation of such individual;
  - g) Data about crimes and criminal acts that are obtained and kept by law enforcement agencies;

- h) Transaction information and information contained in any account(s) that the Customer may open with the Bank, whether separate or jointly owned with any other party, product category and / or services that the Customer registers with the Bank and other necessary data related to the Customer and the Customer's transaction(s) with the Bank, including but not limited to customer identification information (may include signatures, fingerprints, facial images, and other biometric features), account information, deposit information; and/or other information relating to the provision of the Bank's products and services;
  - i) Personal location data that are identified through positioning services;
  - k) Other personal data that are regarded by law as specific and requires necessary security measures.
- 2.4. **"Personal data processing"** means one or more operations that affect personal data, such as: obtaining, recording, analysis, confirmation, storage, alteration, publicity, combination, access, retrieval, recovery, encryption, decryption, duplication, sharing, transmission, provision, transfer, deletion, destruction of personal data or other relevant operations.
- 2.5. **"Customer"** means an individual who approaches, learns, registers, uses or is involved in the operation and provision of products and services of the Bank.
- 2.6. **"Shinhan Financial Group"** includes the head office, offices, branches, mother bank, subsidiaries, member companies, affiliated companies of the Bank or any company within the Shinhan Financial Group.

For further clarification, any terms not explained in this Article shall be construed and applied in accordance with the laws of Vietnam

### 3. Personal data processing activities

#### 3.1. Collecting personal data

- 3.1.1. In order for the Bank to be able to provide products and services to the Customer and/or to process the Customer requests, it may be necessary and/or required for the Bank to process personal data, includes: (i) basic personal data and (ii) sensitive personal data relating to the Customer and the individuals related to Customer.
- 3.1.2. The Bank may collect these data directly or indirectly from the Customer at the Customer request, or in the course of the Bank's provision of any products and services to the Customer, and from a number of sources as listed below, including but not limited to:
- a. Through the transaction relationship established between the Bank and the Customer when the Customer uses the Bank's products or services or participates in the Bank's lawful programs or activities;
  - b. From suppliers, service providers, partners, traders and third parties related to the Bank's business activities;

- c. From third parties that have a relationship with Customer, such as employers, account co-owners, guarantors, security providers, transaction party;
- d. From the State Bank of Vietnam or other competent authorities in Vietnam;
- e. From analyzing the activities of customers during the use of products and services at the Bank;
- f. From third party sources, to which the Customer agree to be collected, or sources where collection is required or permitted by laws.

### **3.2. Purpose of processing personal data**

3.2.1. The Bank may process personal data for one or more of the following purposes:

- a. To verify the accuracy and completeness of the information provided by the Customer; identify or verify the Customer identity and perform the customer authentication process;
- b. To process the Customer registration for any products and services offered or offered by the Bank (including but not limited to third party products such as investment or insurance products);
- c. To assess the Customer credit profile and eligibility for any products and services offered or offered by the Bank;
- d. To provide products and services are offered by the Bank or Shinhan Financial Group;
- e. To contact customers to exchange information, deliver invoices, statements, reports or other related documents;
- f. To inform Customers about benefits, changing features of products and services;
- g. To manage and evaluate business activities including designing, improving and enhancing the quality of products and services offered by the Bank or implementing marketing and communication activities;
- h. To prepare financial statements, operational reports or other related reports as required by laws;
- i. To conduct a check with the call blocking registry or similar (if applicable);
- j. To conduct market research, surveys and data analysis related to any products and services offered by the Bank (whether conducted by the Bank or co-operate with another party) that may relate to the Customer;
- k. To protect the legitimate interests of the Bank and comply with relevant laws;
- l. To prevent or reduce a threat to the life, health of others and the public interest;
- m. To meet or comply with the Bank's internal policies and procedures and any rules, laws, regulations, codes of practice or instructions, directives or requirements issued by court, state agency in accordance with the laws;
- n. To evaluate any acquisition request, conduct any acquisition or transfer of business and/or assets, transfer or assign rights, interests or obligations under the Customer contract(s) with the Bank;
- o. To protect or enforce the Bank's rights, including to collect fees, charges and/or to recover any debt, under any agreement between the Customer and the Bank;

- p. For suppliers/service providers/partners of the Bank to perform services for the Customer and/or the Bank;
- q. For any other purpose required or permitted by any law, regulation, guideline and/or Competent Authority;
- r. To perform other activities related to the provision, operation, handling and management of the Bank's products and services for the Customer.
- s. To serve other purposes related to the Bank's business activities as the Bank deems appropriate from time to time; and
- t. Other reasonable purposes related to those listed above.

3.2.2. The Bank will request the Customer permission before using the Customer personal data for purposes other than those stated in the General Terms and Conditions.

### **3.3. Processing of personal data in some special cases**

3.3.1. The Bank will be able to record and process personal data collected from closed-circuit television ("CCTV") in CCTV installed areas (including but not limited to ATM areas, in the corridor, exit/entrance area, ..) in accordance with the requirements to ensure security in the Bank's operations and for the Customer as prescribed by law. However, the Bank guarantees that there will be an appropriate method of notification to the Customer in accordance with the provisions of the laws.

3.3.2. The Bank always respects and protects children's personal data. In addition to the personal data protection measures prescribed by laws, before processing the personal data of children, the Bank will perform age verification of the children and require the consent of (i) children and/or (ii) their parents or guardians as required by laws.

3.3.3. In addition to complying with other relevant laws, for the processing of personal data related to the personal data of the person who is declared missing/dead, the Bank will have to obtain the consent of the Bank's opinion of one of the relevant persons in accordance with the provisions of current laws.

### **3.4. The transfer and disclosure of personal data**

3.4.1. To provide the Customer with products and services of the Bank and to manage and/or operate such products and services, and/or for other purposes as described above, the Bank may disclose the Customer personal data or the personal data of third parties related to the Customer, to the following parties:

- a. Companies and/or organizations within Shinhan Financial Group;
- b. Business partners, rewards providers, co-branding parties, loyalty programs, advertisers, charities or non-profit organizations; any credit institution, foreign bank agent and branch, financial institution, merchant, card switching organizations, payment intermediary service providers, card acceptors, VISA International Service Association, MasterCard International Incorporated and other card associations in connection with any products and services the Bank provides to customers;
- c. Competent state authorities in Vietnam or any individual, competent authority or regulatory bodies or third party that the Bank is permitted or required to disclose in accordance with the

- laws of any country, or under any other contract/agreement or undertaking between a third party and the Bank;
- d. The National Credit Information Centre of Vietnam or any other agency or organization established by the State Bank of Vietnam or any other authority having jurisdiction over the Bank;
  - e. Any individual who owns a joint account/ property with the Customer;
  - f. Any individual involved in exercising or maintaining any rights or obligations under the agreement(s) between the Customer and the Bank; and
  - g. The third parties with whom the Customer agree or the Bank has a legal basis to share the Customer personal data.
- 3.4.2. In addition, individual organizations under Shinhan Financial Group, merchants and strategic partners of the Bank can contact the Customer about products, services and promotion that the Bank believes the Customer may be interested in or bring financial benefits to the Customer.
- 3.4.3. On the other hand, the Bank will treat the Customer personal data as private and confidential and apart from the parties mentioned above, the Bank will not disclose the Customer data to any other party except:
- a. With the consent of the Customer;
  - b. When the Bank is required or permitted to disclose in accordance with the law; or under a decision of a competent state agency;
  - c. When the Bank transfers rights and obligations under the agreement(s) between the Customer and the Bank.

#### **4. International Transfer of Personal Data**

- 4.1. For the above purposes, the Bank may share the Customer personal data with relevant third parties of the Bank and these third parties may be located in Vietnam or worldwide. In order to fulfill the purpose of processing personal data in these Terms and Conditions, the Bank may have to provide/share the Customer's personal data to the relevant third parties of the Bank and other relevant parties; and this third party may be in Vietnam or any other location outside the territory of Vietnam.
- 4.2. When transferred personal data to another country, the Bank will require the recipient to ensure that the Customer personal data transferred to them will be confidential and secure. The Bank complies with legal and regulatory obligations regarding the transfer of the Customer personal data.

#### **5. Rights and obligations of Customer regarding personal data collected by the Bank**

- 5.1. Customers have the following rights: (i) Right to know; (ii) Right to consent; (iii) Right of Access; (iv) Right to withdraw consent; (v) Right to delete data; (vi) Right to restrict data processing; (vii) Right to provide data; (viii) Right to object to data processing; (ix) The right to complain, denounce and initiate

- lawsuits; (x) Right to claim damages; (xi) The right to self-defense and other related rights as prescribed by laws.
- 5.2. To the extent permitted by law, the Customer may implement his/her rights by contacting the Bank using the information provided in detail in Article 9.
- 5.3. The Bank will, with reasonable efforts, comply with a valid and lawful request to implement a right from the Customer within the statutory period of time from the date of receipt of a complete and valid request and related processing fees (if any) from the Customer, subject to the Bank's right to invoke any exemptions and/or exceptions as required by law.
- 5.4. In the event that the Customer withdraw the Customer consent or request to delete data or implement other relevant rights for any or all of the purposes agreed upon with the Bank and subject to Depending on the nature of the Customer request, the Bank may consider and decide not to continue providing the Bank's products or services to the Customer. The acts performed by the Customer in accordance with this provision shall be considered as a unilateral termination on the part of the Customer of any contractual relationship that the Customer has with the Bank, and might result in a violation of the Customer obligations or contractual commitments, and the Bank expressly reserves the bank's legal rights and remedies in such cases. Accordingly, the Bank shall not be liable to the Customer for any loss incurred, and the Bank's legal rights shall be expressly reserved to such limitation, restriction, suspension, cancellation, restriction, or prohibition.
- 5.5. For security purposes, the Customer may need to make the Customer request in writing or use another method to prove and verify the Customer identity. The Bank may require the Customer to verify the Customer identity before processing the Customer request.

## 6. Measures to secure the Customer personal data

- 6.1. The Bank considers customer's personal data as the most important information of the Bank and ensures confidentiality, safety, compliance with the law, limiting unintended consequences and damages. If there is a possibility (including but not limited to: data leakage or inappropriate data processing that harms the legitimate rights and interests of the Customer), responsibility to confidentiality of the Customer personal data is a mandatory requirement set by the Bank for all employees.
- 6.2. The Bank fulfills its responsibility to protect personal data in accordance with applicable laws with best security practices in line with international practices and regularly reviews and updates technical and management measures when processing the Customer personal data.

## 7. Store the Customer personal data

- 7.1. Customer's personal data stored by the Bank will be kept confidential. The Bank will take reasonable steps to protect the Customer Personal Data.

- 7.2. The Bank will apply Shinhan Financial Group's global standards for data security on the basis of ensuring compliance with current laws.
- 7.3. The Bank will store the Customer Personal Data for as long as necessary to fulfill the purposes under the General Terms and Conditions, unless a longer period of storage of personal data is required or permitted by applicable laws.

## 8. Modification

The Bank may amend, update or adjust the terms of these General Terms and Conditions from time to time. Notice of any amendment, update or adjustment will be updated, posted on the Bank's website: <https://shinhan.com.vn> and/or communicated to the Customer through the such other means of communication as the Bank deems appropriate.

## 9. Contact information for processing customer personal data

In case the Customer have any questions regarding the General Terms and Conditions or issues related to the processing of the Customer personal data, please contact us:

1. Customer Service Center:
  - a) Individual customers (24/7): 19001577
  - b) PWM Customer : 1800599926
2. Branches and transaction offices of the Bank