**PERSONAL DATA PRIVACY POLICY**

This Personal Data Privacy Policy (“**Policy**”) is implemented by FPT Information System Corporation (“**FIS**”, “**Company**”), describing the activities related to the processing of Customer's Personal Data, in order that the Customer can have better understanding of the purposes, scopes of information processed by FIS, and messures applied by FIS to protect Customer’s information and privacy rights.

This Policy is an integral part of the contracts, agreements, terms, and conditions binding the relationship between FIS and the Customer.

**Article 1. Subjects and scope of application**

This Policy governs the way in which FIS collects, processes, and stores the Personal Data of the Customer using or interacting with FIS’s products, websites, or services and/or related persons of the Customer according to the relationships required by law to collect; and/or co-own and use FIS's products/services.

For the avoidance of doubt, this Personal Data Privacy Policy applies only to individual Customer. FIS encourages the Customer to read this Policy carefully and regularly check the website for any changes that FIS may make to the terms of the Policy.

**Article 2. Interpretation of terms**

* 1. ***“Customer”*** means an individual who approaches, learns, registers, uses or is involved in the operation and provision of FIS’s products and services.
	2. ***“FIS”*** includes FPT Information System Corporation and FPT Information System Corporation's Affiliates.
	3. ***“FPT Corporation”*** includes FPT Corporation and FPT Corporation’s Affiliates in accordance with governance standards.
	4. ***“Personal Data”*** means information in the form of symbols, letters, numbers, images, sounds or the like on an electronic medium that is associated with a particular person or helps identify a particular person.
	5. ***“Personal Data protection”*** is the activity of preventing, detecting, stopping, and handling violations related to the Personal Data in accordance with the law.
	6. ***“Personal Data processing”*** is one or more activities affecting the Personal Data, such as: collection, recording, analysis, confirmation, storage, correction, disclosure, association, access, tracking, recover, encrypt, decrypt, copy, share, transmit, provide, transfer, delete, destroy the Personal Data or other related actions.
	7. ***“Third party”*** is an organization or individual other than FIS and the Customer who has been explained in accordance with this Policy.

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

**Article 3. Purpose of processing the Customer's Personal Data**

* 1. The Customer approves that FIS and/or other organizations of FIS (as provided in Article 8 of this Policy) may process the Customer’s Personal Data and share processing result for one or more of the following purposes:
1. Create digital signatures and deliver to the Customer for use according to Customer’s registration information;
2. Respond to Customer’s service requests and support needs;
3. Verify the identity and ensure the confidentiality of the Customer’s personal information, support the Customer to update his/her information when purchasing, using the products, services provided by FIS;
4. Provide the Customer with requested Company’s products or services; products and services of partners/suppliers that FIS acts as an agent/cooperator to provide;
5. Adjust, update, secure and improve products, services, applications and devices provided by FIS or FPT Corporation to the Customer;
6. Notify the Customer of changes to policies and promotions of products and services provided by FIS or FPT Corporation;
7. Measurement, analysis of internal data and other processing to develop, improve, improve the quality of services/products of the Company or members of FIS or perform other activities of marketing, communications;
8. Prevention of fraud, identity theft and other illegal activities;
9. To have a basis for establishing, exercising the legal rights or defending the legal claims of FIS, the Customer or any individual. These purposes may include exchanging data with other companies and organizations for fraud prevention and detection, credit risk reduction;
10. Comply with applicable laws, relevant industry standards and other applicable Company’s policies;
11. Any other purpose exclusively for the operation of the Company;
	1. FIS will request Customer's permission before using the Customer's Personal Data for any purpose other than the purposes stated in Article 3.1 above, at the time of collecting the Customer's Personal Data or before commencing related processing or as otherwise required or permitted by applicable law.

**Article 4. Confidentiality of Customer's Personal Data**

* 1. The Customer's Personal Data is committed to maximum confidentiality in accordance with FIS's regulations and the law. The processing of the Personal Data of each Customer is carried out only with the consent of the Customer, unless otherwise provided for by law.
	2. FIS shall not use, transfer, provide or share to any third-party the Customer's Personal Data without Customer's consent, unless otherwise provided by law.
	3. FIS will comply with other Personal Data privacy principles in accordance with applicable laws.

**Article 5. Types of Personal Data collected and processesd by FIS**

In order for FIS to be able to provide products and services to the Customer and/or process Customer's requests, FIS is entitled to collect and/or request to collect the following types of Personal Data:

* 1. Basic Personal Data of the Customer and its related individuals; and,
1. Full name, middle name and birth name, other name (if any);
2. Place of permanent residence;
3. Image of the individual;
4. Phone number, identity card number, personal identification number, passport number;
5. Other information that is tied to a particular person or helps to identify a specific person and is not part of Sensitive Personal Data;
6. Other data as required by applicable law
	1. Additional Personal Data relevant to Customer’s privacy (if necessary) includes:
7. Information about inherited or acquired genetic characteristics of the individual;
8. Information about the individual's physical attributes and biological characteristics;
9. Information about an individual's sex life and sexual orientation;
10. Data on crimes and offenses collected and stored by law enforcement agencies;
11. Customer information of credit institutions, foreign bank branches, payment intermediary service providers, and other authorized organizations, including: customer identification information as prescribed by law, information about accounts, information about deposits, information about deposited assets, information about transactions, information about organizations and individuals as guarantors at credit institutions, bank branches, payment intermediary service providers;
12. Personal location data identified through location services;
13. Other Personal Data regulated by law as special and require necessary security measures.

FIS absolutely does not collect the Personal Data related to Customer’s religion or political opinions.

**Article 6. Personal Data collection methods**

FIS collects the Personal Data from the Customer in the following ways:

* 1. Directly from the Customer by various means:
1. When the Customer enters into contract, purchases or uses any third-party services through FIS or FIS's locations and business establishments.
2. When the Customer submits a registration request or any other form related to the products and services of FIS;
3. When the Customer interacts with the Company's customer service staff, for example through phone calls, letters, face-to-face meetings, emailing or social media interactions;
4. When the Customer uses certain services of FIS, such as websites and applications including setting up online accounts with FIS;
5. When the Customer is contacted and responded to by marketing representatives and customer service personnel of FIS;
6. When the Customer submits his/her personal information to the Company for any other reason, including when the Customer signs up for a free trial of any products and services or when the Customer are currently interested in any of the Company's products and services.
7. When the Customer purchases or uses third-party services through FIS or at transaction points and business establishments of FIS;
	1. From other third parties:
8. If the Customer interacts with third-party content or advertising on the website or in the application, the Company may receive the Customer's Personal Data from the relevant third party, according to that third party's legally applicable privacy policy.
9. If the Customer chooses to pay electronically directly to FIS or through a website or application, FIS may receive the Customer's Personal Data from third parties, such as suppliers of ayment service, for that purpose.
10. In order to comply with its obligations under applicable law, FIS may receive the Personal Data about the Customer from legal authorities and public authorities in accordance with the law.
11. FIS may receive the Personal Data about the Customer from public sources (such as telephone directories, advertising information/brochures, information publicly available on websites, etc.

Whenever such Personal Data is collected, FIS will ensure that it receives the data from relevant third parties in lawful ways and holds those third parties responsible for compliance with the law legislation on the protection of the Personal Data.

**Article 7. Personal Data Processing Methods**

FIS shall apply one or several actions affecting the Personal Data such as: collect, record, analyze, confirm, store, edit, publish, combine, access, retrieve, retrieve, encode, decode, copy, share, transmit, make available, transfer, delete, destroy or other related actions.

**Article 8. Organizations Processing the Personal Data**

* 1. FIS (FPT Information System Corporation).
	2. FIS will share or jointly process the Personal Data with the following organizations and individuals:
1. FPT Corporation and its affiliate companies that FPT Corporation directly or indirectly owns;
2. FPT Information System Corporation’s affiliate companies that FIS directly or indirectly owns;
3. Contractors, agents, partners, and operating service providers of FIS;
4. Branches, business units and employees working at branches, business units, agents of FIS;
5. Telecom businesses in case the Customer violates the obligation to pay service charges;
6. Commercial stores and retailers related to the implementation of promotional programs of FIS;
7. Professional advisors of FIS such as auditors, lawyers, etc. in accordance with the law;
8. Courts, competent state agencies in accordance with the provisions of law and/or as required and permitted by law.
	1. FIS commits that the sharing or co-processing of the Personal Data is done only in cases where it is necessary to fulfill the Processing Purposes stated in this Policy or as required by law. Organizations and individuals that receive the Customer's Personal Data will have to comply with the content specified in this Policy and relevant laws on Personal Data protection.

Although FIS will make every effort to ensure that the Customer’s Personal Data is anonymized/encrypted, the risk that such data may be disclosed in the event of force majeure cannot be completely excluded.

* 1. In the event of the participation of other Personal Data processing organizations mentioned in this Article, FIS will notify the Customer before implementation.

**Article 9. Rights and obligations of the Customer related to the Personal Data provided to FIS**

* 1. The Customer’s Rights
1. The Customer has the right to know about his/her Personal Data processing activities, unless otherwise provided by law.
2. The Customer may or may not consent to the processing of his/her Personal Data, unless otherwise provided by law.
3. The Customer is entitled to access to view, correct or request correction of his/her Personal Data in writing to FIS, unless otherwise provided for by law.
4. The Customer has the right to withdraw his/her consent in writing to FIS, unless otherwise provided for by law. Withdrawal of consent does not affect the legality of the Personal Data processing agreed by the Customer prior to the withdrawal of consent.
5. The Customer has the right to delete or request deletion of his/her Personal Data in writing to FIS, unless otherwise provided for by law.
6. The Customer is entitled to request restriction of processing of his/her Personal Data in writing to FIS, unless otherwise provided for by law.
7. The Customer is entitled to request FIS to provide himself/herself with his/her Personal Data in writing to FIS, unless otherwise provided for by law.
8. The Customer has the right to object to FIS, the Personal Data Processing Organization specified in this Policy from processing his/her Personal Data in writing to FIS in order to prevent or limit the disclosure of the Personal Data or use the Personal Data for advertising and marketing purposes, unless otherwise provided for by law.
9. After receiving requests for Personal Data provision; request restriction of the Personal Data processing; request to object to the Personal Data processing; or request to delete the Personal Data, FIS will respond within 72 hours after receiving the data subject's request depending on each case in accordance with the law.
10. For requests to edit the Personal Data, in case they cannot be done, FIS will notify the Customer after 72 hours of receiving the requests.
11. The Customer has the right to complain, denounce or initiate lawsuits in accordance with the law.
12. The Customer has the right to claim compensation for actual damage in accordance with the law if FIS commits a violation of the regulations on the protection of his/her Personal Data, unless otherwise agreed by the parties or otherwise provided by law.
13. The Customer has the right to protect himself/herself according to the provisions of the Civil Code, other relevant laws, or request competent agencies or organizations to implement civil rights protection methods as prescribed in Article 11 of the Civil Code.
14. Other rights as prescribed by applicable law.
	1. The Customer's Obligations
15. Comply with laws, regulations and instructions of FIS regarding the processing of the Customer's Personal Data.
16. Provide fully, honestly and accurately the Personal Data and other information as required by FIS when registering and using FIS's services and when there is a change in this information. FIS will proceed to secure the Customer's Personal Data based on registered Customer information, so if there is any false information FIS will not be responsible in case such information affects or restrict the rights of the Customer. In case of failure to notify, if there is a risk or loss, the Customer is responsible for errors or acts of abuse or fraud when using the service due to its fault or failure to provide correct and complete, sufficient, accurate and timely information changes; including financial losses, costs incurred due to incorrect or inconsistent information.
17. Coordinate with FIS, competent state agencies or a third party in case of problems affecting the security of the Customer's Personal Data.
18. Protect his/her own Personal Data; proactively apply measures to protect his/her Personal Data in the process of using FIS's services; promptly notify FIS when detecting errors, mistakes in his/her Personal Data or suspecting that his/her Personal Data is being infringed.
19. To be solely responsible for the information, data and consents that the Customer creates and provides in the network environment; self-responsible in case the Personal Data is leaked or infringed due to his/her fault.
20. Regularly update FIS's Regulations and Policies from time to time, which are notified to the Customer or posted on FIS's websites and or other transaction channels from time to time. Take actions according to FIS's instructions to clearly indicate approval or disapproval for the purposes of processing the Personal Data that FIS informs the Customer from time to time.
21. Respect and protect the Personal Data of the others.
22. Other responsibilities as prescribed by law.

**Article 10. Storage of the Personal Data**

FIS commits to only storing the Customer’s Personal Data in cases related to the purposes stated in this Policy. Data storage time will be decided by FIS to ensure the implementation of the above purposes but this period shall not be less than 05 (five) years from the time of processing the Personal Data.

**Article 11. Undesirable consequences and damages**

Currently, FIS has not seen any undesirable consequences or damages that may occur, FIS will make notifications when specific cases occur. During processing of the Personal Data, the Personal Data may be exposed due to:

* 1. From the Customer's side: The Customer reveals or leaks his/her Personal Data due to carelessness or fraud; the Customer visits websites/downloads applications containing malware, etc.
1. FIS recommends that the Customer should keep information related to the login password to their account and OTP code confidential and not share this login password and OTP code with anyone else, including FIS’s employees.
2. The Customer should preserve electronic devices during use; the Customer should lock, log out, or exit his/her account(s) on FIS’s websites or applications when not in use; and implement other security measures when using the Company’s services.
	1. From the Company’s side: FIS commits to use information security technologies to protect the Customer’s Personal Data. However, no data can be 100% secured. Hardware and software errors may occur during data processing, causing loss of the Customer’s Personal Data; or there are security holes beyond the control of FIS, the relevant system is attacked by hackers, causing data leakage; etc.

**Article 12. Personal Data processing contact information**

In case the Customer has any questions regarding this Policy or issues related to the data subject's rights or the processing of the Customer's Personal Data, the Customer may connect to contacts listed below:

* 1. Send an email to the Company at the address: contact@fpt.com
	2. Send an email to the email box corresponding to each type of service or product listed below: Hotroca@fpt.com
	3. Hotline: 19006625

**Article 13. General Terms**

* 1. This Policy is effective from July 1st, 2023. The Customer understands and agrees that this Policy may be amended from time to time and notified to the Customer through FIS's Transactional Channels before application. Changes and effective time will be updated and announced at FIS's transaction channels and other channels. The Customer's continued using the services after the notice period on the revised and supplemented contents from time to time means that the Customer has accepted such modified and supplemented contents.
	2. The Customer has fully understood and agreed that this Policy is also the Notice of Personal Data Processing specified in Article 13 of the Decree No. 13/2023/ND-CP and is amended and supplemented from time to time before FIS conducts Personal Data Processing. Accordingly, FIS does not need to take any other measures for the purpose of notifying the Processing of Personal Data to the Customer.
	3. Upon receiving a request to exercise the Customer's rights under Article 10.1 from the requester, FIS will take the necessary steps to confirm and identify the requester before implementing the rights that the requester wants to apply. In case of necessity, to verify the identity and ensure the confidentiality of the Customer's Personal Data, FIS may match the Personal Data provided by the requester when submitting a request to exercise rights with data that FIS has been storing.
	4. In case FIS deletes, destroys, or limits the use of data at the request of the Customer, the Customer's rights under the contract or service agreement signed with FIS require the use of the Personal Data may be interrupted, changed, or terminated.
	5. Customer commits to strictly comply with the provisions of this Policy. In case the issues have not been regulated, the Parties agree to comply with the provisions of the law, the guidance of the competent State agencies and/or the amendments and supplements to this Policy notified by FIS to the Customer from time to time.
	6. The Customer may see advertising or other content on any website, application or device that may link to the websites or services of partners, advertisers, sponsors or other third parties.

FIS has no control over the content or links appearing on third-party websites or services and is not responsible and/or liable for the activities used by such third party’s websites or service linked to or from any website, application, or device. These websites and services may be subject to the privacy policies and terms of use of third parties.

* 1. This policy is entered into based on goodwill between FIS and the Customer. During the implementation process, if any disputes arise, the Parties will actively resolve it through negotiation and conciliation. In case of unsuccessful conciliation, the disputes will be brought to the competent People's Court for settlement in accordance with law.