

TERMS OF SERVICE

GENERAL RULES

- In order to use MOFIN app, customers must be at least 18 years of age.
- Customer access or transaction on MOFIN website or app is understood as the customer has read, understood and agreed to comply with MOFIN's Terms of Service, including revisions (if any).
- This Terms of Service and its modifications (if any) will be effective immediately upon posting on the website/app without prior notice.
- When registering in MOFIN app, the customer must provide all relevant information. All information must be accurate, legal and customers must be fully responsible for these information. MOFIN is not responsible for resolving any disputes if customer information is inaccurate or fraudulent.
- Customer is solely responsible for its authenticity and any legal disputes that may arise in connection with its information, at the same time, maintain confidentiality of the account provided on MOFIN, undertake not to disclose or provide your account information to anyone or any other third party.
- Our ultimate goal is to provide a safe, efficient service. Therefore, we may use your information to provide and improve the quality of MOFIN services, to prevent potentially risky, prohibited or illegal activities and to ensure compliance. "Terms of Service" policy.
- We will only share information if it is necessary for the safety of MOFIN or others, as well as to prevent criminal activities, violation of MOFIN regulations or public agency right to request information. For the purpose above, we will not sell or rent your personal information to any other third parties.
- Although we are committed to using all security measures and standards as closely as possible to ensure the safety of your personal information, MOFIN is not liable for any leakage of this information. Always be careful and protect your personal information.

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(Hereinafter referred to as the term)

1. Consultation fee

1.1 Consultant Fee (CF)

- CF is the fee that the customer must pay to MOFIN for MOFIN services provided, published on the MOFIN app when the loan is accepted for disbursement. The parties agree that CF is governed by the notice to guests for the respective loan and / or the fee schedule set by MOFIN from time to time.
- Notification to the Client means the notification / acceptance / confirmation (as the case may be) of MOFIN send to the customer about the contents related to the loan, made in the form of message sent from MOFIN's message switchboard (or trademark, otherwise designated by MOFIN from time to time) and / or by calling the customer's mobile phone number and / or otherwise that MOFIN thinks fit. The customer hereby agrees to be bound, subject to notice to the customer in all cases. Notification to Customer is an integral part of these Terms and may be made by and / or through the Service Providers, partners designated by MOFIN from time to time. In case of notifying the customer of any reason is error

and / or missing, MOFIN reserves the right to correct such information by sending another notice to the customer within 07 business days from the date on which the information is defective and / or inaccurate.

1.2 CF eligibility condition:

CF is collected when loans are accepted for disbursement to customers

1.3 CF will not be refunded in any case, including even if the loan is paid ahead of time.

1.4 The parties agree that CF is the first payment priority from the customer's payment before all customers' payment obligations to the investor. The customer undertakes to fulfill the payment obligation and assumes all responsibilities for the use of MOFIN's services. If the loan is overdue, the customer agrees to follow the instructions of MOFIN to fulfill its payment obligations. The Customer hereby agrees that MOFIN shall not be liable for any liability in connection with the instruction of the Customer to fulfill its obligations and warranties in these Terms.

1.5 Customer agrees that CF may be updated or changed from time to time in accordance with MOFIN's decision. By applying for a loan, the customer confirms and agrees to pay the CF according to the notice to the customer or the fee schedule can be changed at the time of loan disbursement or loan extension (as the case may be)

2. Loan

The loan includes the loan amount and the service fee (including but not limited to CF, loan extension fees and other fees as notified by MOFIN) are determined based on the client's request.

3. Disbursement of the loan

The loan will be disbursed by the investor to the customer by transferring to the customer's ATM card with the information the customer registers the loan on the day the client receives the notice of approval and disbursement of the loan (hereinafter referred to as is the disbursement date).

4. Extend the loan

Each loan is only extended once and up to a maximum of 90 days, the renewal fee for employees is 500,000 VND and Student is 300,000 VND. The loan extension will be applied for each successful loan

extension (hereinafter referred to as extension fee - EF). EF can be adjusted from time to time. Notwithstanding the foregoing, MOFIN reserves the right to refuse the extension.

5. Pay before maturity

Customers are entitled to early payment of the loan and commit all fees and loans fully transferred - one time to the account of the investor as notified by MOFIN.

6. Closing fee

In order to ensure the interests of the investor disbursed, MOFIN applies a one-time Closing fee for non-renewable loans or after a 90-day extension of VND 800,000 per employee loan and 500,000 VND per student loan.

7. Rights and obligations of MOFIN

7.1. MOFIN reserves the right to consult, appraise the proposed loan notified at APP MOFIN without further disclosure. MOFIN informs customers to disburse loans as requested or certified by customers from investors. By making a notice to the customer by text message, call and / or other means, MOFIN or its agents shall have the right to record or reproduce any content exchanged between MOFIN and its customers, and the customer hereby acknowledges and agrees that the MOFIN data recorded is evidence that the customer made any request for a loan.

MOFIN has the obligation to explain clearly MOFIN's fee: CF, Renewal fee (if occurred) and Closing fee (if occurred) for the Borrowers. The Borrowers is not required to pay any additional fee other than these fees.

7.2. MOFIN reserves the right to verify all information provided by the customer at any agency, organization or individual that MOFIN may implement. MOFIN is entitled to use such information, including information from documents provided by the customer; to provide credit rating agencies and / or credit rating agencies operating legally in Vietnam or to the competent authorities upon request or debt collection in accordance with MOFIN notification to customer.

7.3. Require customers to pay in full and on time the amount payable to investors as informed by MOFIN.

7.4. MOFIN has the right to act on behalf of the transferred investor, provide information related to debt to third parties or reveal the customers' information on social media, contact with friends and relatives of

customer to help Investors recover overdue debts that customers have not paid according to the notice of MOFIN. This transfer or disclosure will be notified by MOFIN to the Customer.

7.5. MOFIN will only undertake the role of analyzing data, advising clients on the payment of fees and loans to investors, issues arising out of disputes MOFIN will commit to assist the parties to resolve related issues.

8. Rights and obligations of customers

8.1. The customer gets enough loans and registers the next loan by sending a request to MOFIN. The next loan requests of the customer will take effect from the day MOFIN informed the investor to approve the request of the customer.

8.2. To fulfill the obligation to pay the amount payable under MOFIN's notice and guidance when it is the due date. Transfer fee is paid by customer.

8.3. The customer is obliged to provide full documentation as required by MOFIN, and commit all information provided to MOFIN in the registration of the loan is true and responsible before law for the information provided.

8.4. Customer is responsible for informing MOFIN as soon as there is any change in customer personal information.

8.5. Agree to any changes or amendments to this Terms of Use by MOFIN.

8.6. Customer may not assign or transfer the rights and obligations arising from this Terms to any other party without the prior written consent of MOFIN.

8.7. Commit unconditional and irrevocable liability for damages, litigation, losses, damages, costs associated with or arising from transactions between parties including but not limited to loans, fees ..., and agree that MOFIN is excluded from all of the foregoing.

9. Customers commit to:

9.1. The plaintiff made a clear understanding of all information relating to the loan at the time the investor agreed to disburse via the card, bank account required by the customer. At the same time, Customer hereby undertakes to receive all information relating to the implementation of these Terms from MOFIN.

9.2. The customer pledged to pay the loan to the investor. Investors have the right to use legal measures or conduct necessary legal proceedings to collect unpaid amounts from customers.

9.3. Customers are responsible before law for the use of the loan.

9.4. Any information provided by the customer to MOFIN is accurate and honest.

9.5. Responsible for any request, notice or confirmation of the customer made via telephone and / or other appropriate means of communication and agree that the request, notice, confirmation that arises, establishes liability and binding on the customer in the performance of obligations related to the loan.

During the loan period, customer agrees to authorize MOFIN to use Customer's personal Facebook page/ profile.

9.6. The confirmation of the loan and information related to the loan is entirely voluntary, not deceived or forced.

10. Violation event

10.1. Each event or event in the following events or circumstances is a violation:

- Customer does not comply with any provision of these Terms or other notices to Customer or other related documents, materials, including failure to pay any amounts due must pay according to regulations.

- Customer violates any obligation to any third party to provide services relating to the provision of loans in accordance with MOFIN's information.

- Customers affirm or declare or provide inaccurate or untrue information or documents that affect the loan result of MOFIN or affect its ability to collect refund the payment amount of Investors or affect the rights and interests of MOFIN.

- Customers do not pay or die or lose capacity.

- Any event or series of events that, in MOFIN's view may have a material adverse effect on the financial condition or obligation to pay the customer's payment.

- Customers do not pay in due time any amount due.

- Any change in Vietnamese law affecting the continuation of the borrowing of investors.

10.2. When and at any time after the occurrence and continuing of a breach, MOFIN has the right to:

- The statement of maturity dates for all or any of the amounts payable under this Article.

- Terminate all obligations of MOFIN in accordance with relevant documents.

- To exercise all rights and remedies of MOFIN as stipulated in the relevant documents.

11. Compensation for damage

Customers are responsible for compensating MOFIN and investors for damages caused by:

11.1. Any violation of the provisions of Article 10.1 of the Terms.

11.2. Information provided by the customer or confirmed as or alleged to be inaccurate.

11.3. Any investigation, litigation (or decision or proceeding related to the customer) or relating to the proposed transaction under the relevant documents occurs.

11.4. The amount payable or any payment required under this Term shall not be repaid by the customer prior to the maturity date.

12. General Terms

12.1. Customer agrees and grants MOFIN the right to transfer and disclose to any third party any information relating to Customer and / or any matter relating to the Terms at any time as resolved by MOFIN. It is supposed to be right and necessary without being held accountable to the customer. The following customer hereby agrees that the foregoing information may be used, encrypted, transmitted and stored by MOFIN and its officers, affiliates, subsidiaries and affiliated companies. Whether within or outside the territory of Vietnam) and / or be exchanged with all parties deemed necessary by MOFIN including the public disclosure of images and personal information on the mass media. The Customer fully agrees to such action and declares that it is not necessary or required to obtain further approval from the customer.

12.2. Details of the charges relating to the customer's loan are specified in the general fee schedule set by MOFIN from time to time and / or as set out in the notice to the customer (hereinafter collectively referred to as the fee schedule). Fees are an integral part of this Universal Terms. MOFIN reserves the right to change the fee schedule, or add any fees in accordance with applicable law without prior notice to the customer.

12.3. Any notice to the customer or any notice sent by MOFIN and / or a third party designated by MOFIN to the customer relating to the customer loan in the form of a registered telephone message shall remain It is considered sent and received even if MOFIN does not acknowledge the successful submission.

12.4. If any provision of these Terms becomes unlawful, illegal or unenforceable, then the validity, legality or enforceability of the remaining provisions shall not be affected. Win or lose.

EXTENSION OF LOAN, CLOSING FEE AND COLLECTING DEBT

1. MOFIN does not encourage customers to extend the loan. In the event that the customer is unable to pay the loan on time, MOFIN applies the fee and extension procedure as follows:

	Student	Employee	
Renewal fee	300,000 VND	500,000 VND	Up to 10 days
Closing fee	500,000 VND	800,000 VND	

2. MOFIN is not responsible for collecting debt from Customers. MOFIN only supports Investors to carry out necessary procedures to recover the loan and other costs (if occurred) from Customers.