

## TERMS AND CONDITIONS OF USING SACOMBANK EBANKING SERVICES

The content of below Terms and Conditions along with Application for using Sacombank eBanking services constitutes the Agreement of using Sacombank eBanking services between Sacombank and Customer (Hereinafter called Agreement). By confirming to agree on these Terms and Conditions, Customer acknowledges to have read, understood and accepted to be bound by the rights and obligations of this Agreement.

### ARTICLE 1: DEFINITIONS

- 1.1 Sacombank means Sai Gon Thuong Tin Commercial Joint Stock Bank.
- 1.2 Customer means user who has registered to use Sacombank eBanking services on the basis of meeting the conditions for registration of Sacombank eBanking according to Sacombank's regulations from time to time.
- 1.3 Transaction points mean Branches and Transaction Offices of Sacombank in Vietnam.
- 1.4 Sacombank eBanking (called eBanking) means the electronic banking channel that is provided for Customer by Sacombank via any devices connected to the Internet. Accordingly, depending on the specific channel offered by Sacombank to each class of Customer from time to time, there are two channels in Sacombank eBanking: iBanking and mBanking and other transaction channels deployed by Sacombank from time to time.
- 1.5 Sacombank iBanking (called iBanking) is one of eBanking channels in which Customer shall make transactions via website [www.isacombank.com.vn](http://www.isacombank.com.vn)
- 1.6 Sacombank mBanking (mBanking) is one of eBanking channels in which Customer shall make transactions via application "Sacombank mBanking"
- 1.7 User means the person who is registered with Sacombank by Customer for directly accessing channels and using services and products via eBanking under the decentralization.
- 1.8 Login Information includes
  - ✓ For iBanking: (1 )User ID, (2) Login Password, (3) Personal Picture/Phrase and (4) Verification Code (captcha) provided by eBanking System.
  - ✓ For mBanking: (1) User ID, (2) Login Password/ Fingerprint/Face ID
- 1.9 Login password includes all phrases, passwords, numbers, symbols or other forms of identification that are confidential and are provided to Customer or registered with Sacombank and used to access the system of Sacombank eBanking, including temporary login password.
- 1.10 Temporary Login Password is the password provided for each User by eBanking System when Customer registers for using and shall be used by User for eBanking first login and shall be used to create password for iBanking and mBanking of Sacombank.

- 1.11 Authentication Code is the confidential code provided for User by authentication devices or any other transmission methods created by Sacombank in order to perform transactions via eBanking as may be required.
- 1.12 OTP (One-time Password) is the password for one time using only and is valid for a given period of time.
- 1.13 Authentication Device is the device used for issuing the Authentication Code and chosen by Customer for each User upon eBanking Registration, which functionally provides the Authentication Code for Customer to process each transaction.
- 1.14 Token is a type of Authentication Devices with a shelf life operating in the method of generating random and time-varying characters, as an external device with determined time for using.
- 1.15 mSign Token is an authentication application with a shelf life which is installed in mobile devices and used to generate random and time-varying characters and/ or directly verify transactions via the screen of mSign Token with a given time for using.
- 1.16 Authentication Method is the form of verifying transaction chosen for User by Customer upon registering eBanking or other respective authentication method according to Sacombank's regulations for each product, service or transaction that Customer shall perform to authenticate Customer and/or instruct or require Customer to perform transaction confirmation prior to performing the transaction, including but not limited to authentication methods:
- OTP SMS: Providing OTP via SMS
  - OTP Token: Providing OTP via Token
  - mSign Token: Providing OTP via mSign Token and/ or directly verifying transaction via mSign Token's screen.
- 1.17 Confidential information means login information, OTP authentication code, authentication device, telephone number, email of Customer or any other elements or information that is registered with Sacombank or provided by Sacombank including, but not limited to, the information on the Registered Information Form, transaction history of Customer. Depending on the service, product and transaction that Customer performs on Sacombank eBanking, one or more of the above factors will be used to validate Customer on the basis of accordance with the authentication method specified by Sacombank for that particular service, product, transaction.
- 1.18 Statement is the detailed list of transactions and the accrued charges for using account(s) during a specific period.
- 1.19 Daily limit is the maximum cumulative amount of transactions initiated by Customer via eBanking within one day, registered by Customer within the limit provided by Sacombank, excluding the transactions relating to charges, online term deposit, online loan account, online trade finance and other transactions based on Sacombank notice from time to time. For Corporate Customer, this daily limit applies for one Customer regardless of the number of Users belonging to such Customer.
- 1.20 Transaction limit for one transaction is the maximum cumulative amount for Customer to conduct one transaction on eBanking registered by Customer within the limit provided by Sacombank, excluding the transactions relating to charges, online term deposit, online loan account, online trade finance,

and other transactions based on Sacombank notice from time to time. Transaction limit must be less than or equal to daily limit of such Customer.

- 1.21 Future transaction is the transaction which is created by Customer and determines the execution date of the transaction is a date in future.
- 1.22 Past dated approval is the approval type where the supervisor/ approval user is able to approve transactions within the specific period of time registered with Sacombank by the Customer from the time of initiating transactions. Charges/ interest rates/ exchange rates are applied for past dated approval when transactions are processed by Sacombank.
- 1.23 “Service Request” is a function provided by Sacombank to customer, in which Customer may register to use other products/services as provided by Sacombank from time to time.
- 1.24 Working day means days from Monday to Friday (from 7.30 am to 5.00 pm) and Saturday (from 7:30 am to 11:30 am), or the actual working time of Sacombank from time to time; excepting for public holidays under the law or any day-off as published by Sacombank.
- 1.25 The time when Sacombank processes transactions is calculated from the time when the Customer’s request is properly recorded into Sacombank’s System after customer has completed all checking, approving steps as previously registered with Sacombank (if any).
- 1.26 Payment date is the date and time the transaction is actually recorded to customer’s account.
- 1.27 Transaction date is the date and time of initiating transaction.
- 1.28 Value date is the future date when customer requests Sacombank to process transaction.
- 1.29 Service provider/Payment accepting unit: means organizations/individuals providing goods, services and accepting the payment of goods and services via payment service of Sacombank and/or intermediary payment service provided by a payment service provider partner.
- 1.30 Payment service provider partner: is an organization acting as the intermediary between Sacombank and the service provider, in collaboration with Sacombank offering payment services to customers.
- 1.31 Laws means any code, regulation, statement, law, decree, decision, circular, discretion, guidance, consent, code of practice, code of ethics or any other relevant applicable Vietnamese regulations.

## **ARTICLE 2: RIGHTS AND OBLIGATIONS OF CUSTOMER**

### **2.1 Rights of Customer:**

- Access to Websites, Applications of eBanking and use services and products provided through these channels under service package having registered by Customer;
- Request for investigation/complaint about any defect or violation (if any) occurred while using the services in accordance with the provisions of law. The complaint must be in writing and be sent to Sacombank. Customer is entitled to complain in a certain period of time according to regulations of Sacombank from the date of arising transaction requested for investigation and complaint. Over the above mentioned period, Sacombank is not liable for any accrued or relevant liability. In case the complaint of Customer is not related to Sacombank’s fault, Customer shall bear all accrued charges for processing such complaint in accordance with the regulations of Sacombank;

- Request Sacombank to update registration information, or re-issue login password in accordance with the procedure of updating registration information required by Sacombank. Sacombank shall conduct the update accordingly after inspecting and accepting the changing request of Customer;
- Other rights in accordance with these Terms and Conditions and other relevant provisions of law;

## 2.2 Obligations of Customer:

- Read, understand, comply with and is bound by the regulation and guideline relating to this Agreement before using the service;
- Fully and accurately providing necessary evidence, information as required by Sacombank for eBanking registration and in the process of using services and products through eBanking; commit to take responsibility for such provided information;
- Payment transaction orders of Customer cannot be processed if (i) there is insufficient necessary information and/or relevant documents as may be required by Sacombank, or (ii) there is insufficient balance in the current account/card as designated for payment; or (iii) there is any limit or any ban on such payment transaction as imposed by the law;
- Authorize Sacombank to block the account, debit fund from the account to implement transaction(s) and its relevant charges and fees relating to the transaction, complaint or dispute in accordance with the regulations of Sacombank and law;
- Take responsibility for transaction(s) processed by Confidential information of Customer (even when Customer suspends or stops using eBanking) without cancelling, denying, rejecting, changing or declining for any reason, unless satisfying the conditions at Article 8.1 below and depending on the consideration and acceptance of Sacombank;
- Refund Sacombank the superfluous payment, over-permitted balance on account/card payment and its accrued interest in accordance with the regulations of Sacombank, wrong and excessive credits into Customer's account(s) as judged by Sacombank (if any); Accordingly, Customer agrees that Sacombank has the right to automatically debit fund from Customer's account(s) to collect such amounts;
- Directly come or authorize another person to come to Sacombank to get Token and take all responsibilities and damages (if any) for this authorization. For individuals, the authorization must be made in writing by Customer at the counter of Sacombank or be notarized/certified by the competent authority. For organizations, the letter of authorization must be signed and stamped legally by the dully authorize person;
- For each time of eBanking login, Customer should not leave the computer, cellphone or allow another person to use such computer, telephone until Customer has logged out of the program on those devices. Customer is responsible for logging out after completing eBanking access;
- Take responsibility for the application of reasonable measures to ensure the safety, compatibility and connectivity of the connected machines, system software, application software, etc. used to connect in order to access eBanking system of Sacombank. Install and regularly update antivirus programs on individual devices and ensure proper installation and the latest version of the application to control and prevent the unauthorized use or access of the services;

- When detecting or suspecting any unauthorized login into Sacombank eBanking, or suspecting that the Login Information is no longer confidential, or authentication device is lost/stolen, Customer has to notify Sacombank Customer Service Center by the fastest method at hotline: 1900 55 55 88, or any given number provided by Sacombank from time to time;
- Fully pay the fees for using services defined in tariff promulgated by Sacombank in each period;
- Promptly notify Sacombank of any changes on customer information including but not limited to permanent residence address, communication address, phone number or other information as required by Sacombank. For organizations, customer should promptly notify Sacombank of any changes about the information relating to the legal representative of the organization, account holder, users, stamp and chief accountant/person in charge of accounting (for case of registering chief accountant/person in charge of accounting with Sacombank). If the Customer fails to promptly notify Sacombank or has notified but Sacombank does not have sufficient time to update such changes, customer must be completely responsible for all losses and bear all obligations in respect of third party (if any) for using the account and eBanking services. This is not related to Sacombank and does not affect the validity of all created transactions;
- For organizations, take responsibility for risk arising out of transaction(s) of Customer who are not yet to register the signature of chief accountant and/or register one User for both transaction initiation and approval;
- Take responsibility for securing Login Information, Authentication Code, Confidential information maintaining Authentication Device and conducting all necessary methods in highest priority to prevent the information from the illegal using. For this purpose, Customer commits and Sacombank naturally understands that Customer shall never write down, callously or consciously unveil in any way the Login Information and Authentication Code to anyone at anywhere in any time. Sacombank warns Customer not to save the Login Information and Transaction Password to any software with automatic save function (such as "remember password" or similar function in in-use Website) and take care of or restrict use of public computers or public WIFI to access eBanking system;
- Declare and commit that Customer shall comply with all regulations regarding foreign exchange control, money laundering and other relevant regulations of Sacombank, law, and international practice;
- Cooperate and provide necessary documents, information as may be required by Sacombank in accordance with any agreements with Sacombank and law; including but not limited to case of Sacombank and/or competent authorities request for legal and compliance sweeping;
- Use services and manage account according to the regulations of Sacombank and the State Bank of Vietnam;
- For payment transaction(s) initiated on current account granted overdraft limit, Customer has to commit and take responsibility for using the loan amount granted by Sacombank in accordance with applicable laws and purpose as agreed in the credit contract with Sacombank, and is not

obliged to use overdraft limit to pay for loan and/or open term deposit and/or use for other purposes not in compliance with the law;

- When using cards to initiate transaction(s), Customer must comply with the terms and conditions of each type of cards which are promulgated by Sacombank from time to time;
- Commit not to conduct illegal transactions;
- Other responsibilities as may be provided by Sacombank and relevant regulations and the law.

## ARTICLE 3: RIGHTS AND OBLIGATIONS OF SACOMBANK

### 3.1 Rights of Sacombank:

- Deny processing transaction submitted by Customer because of any errors in processing system, communication system or any other reasons;
- Delete all transactions initiated by Customer in case the time for approval of such transactions is expired but the transactions are not completely approved;
- Provide and use the inquiry information of Customer's account;
- Provide the competent authorities and other authorized organizations or individuals with the information of Customer and transaction(s) as required by law;
- Debit account for all transaction amount and its relevant fees regulated in tariff promulgated by Sacombank from time to time, superfluous amount, over-permitted withdrawal of balance, excessive or wrong credits as detected by Sacombank or any payment transaction service provider;
- Temporarily block/Block and debit account to collect any accrued charges in relation to any transactions initiated via eBanking of Sacombank, including but not limit to any charges as may be requested by a third party and/or due to any refusal of beneficiary for payment (in case of charges born by the Beneficiary);
- Sacombank is not obliged to verify the accuracy of any information as provided by Customer via eBanking. Any mistakes occurred in providing information shall result in transferring money to an account other than the one as designated by Customer or the transfer amount and the currency of such amount shall not be right or the payment transaction of such money shall not be completed. Customer shall be responsible for any inaccuracy in any transaction initiated by Customer or User and any losses resulted by such inaccuracy;
- Debit account for any disputing amount and accrued fees thereto when the dispute is submitted to any tribunals (court, arbitration) and Customer is the losing party upon the tribunal's judgment;
- When Sacombank processes any transaction orders of Customer in term as provided in Article 7 of these Terms and Conditions, it does not depend on the dispute between Customer and the beneficiary, Customer shall be responsible for the accuracy and the legality of transaction orders submitted to Sacombank via eBanking and such dispute (if any); without any prejudice to Sacombank;
- For any service in which Sacombank engages as the payment role, including but not limited to any payment services in which Sacombank has corporated with suppliers or service providers to

- provide service on the channel of Sacombank's products, Sacombank is not responsible for any Customer's damage or loss arising in the course of using the Service, unless the damage or loss is determined by subjective errors of Sacombank;
- Customer agrees that Sacombank reserves the right to determine the range of transactions within the Limit registered by Customer. At the same time, Sacombank has the right to set the Limit for some transactions executed on Sacombank eBanking;
  - Sacombank has the right to delay, suspend, deny or prevent all transactions in progress without informing the Customer if it is deemed necessary by Sacombank in following cases:
    - (i) Sacombank suspects and/or is informed by any third party that:
      - Transaction may be in breach of any regulations of Sacombank and/or laws, including but not limit to regulations regarding foreign exchange control, money laundering, any conventions in which Vietnam engages and other international rules;
      - Transaction may include any party (individuals, organizations, competent authorities) having been sanctioned or connected, directly or indirectly, to any person being sanctioned under economic and trade imposed by the United Nations, international organizations, or any other countries' legislation;
      - Transaction may directly or indirectly includes source of fund from illegal activities or serve the illegal activities; or
    - (ii) Sacombank may request Customer or the User to provide more information and/or any other relevant documents before making the transaction orders or Customer refuses to provide more information and/or other relevant documents as may be requested by Sacombank; or
    - (iii) According to any decisions, requests under the law or from any competent authorities; or
    - (iv) Any circumstances in relation to forgery and risk; or
    - (v) Customer/Sacombank/Any third party is affected or the transaction is any kind of forgery; or
    - (vi) Sacombank suspends the service for maintenance; or
    - (vii) When Customer breaches any terms of the Agreement or any commitments, or any agreements entered into with Sacombank whether such agreements, commitments are in relation to using eBanking or not; or
    - (viii) The transaction amount exceeds the transaction limit; or
    - (ix) Customer fails to meet enough conditions to use eBanking; or
    - (x) Any force majeure events beyond the control of Sacombank.
  - Sacombank may reject any orders regarding transaction cancellation/payment transaction completed by Customer. Service provider/intermediary payment service provider/ payment accepting unit shall refund any completed transactions with the consent of Sacombank. Sacombank shall consider any request of cancellation of any transactions submitted and sent to Sacombank under the policy and adjustment of Sacombank from time to time. In this case, Sacombank commits to assist the Customer with best effort in canceling or modifying the payment order but shall not be bear any responsibilities when the cancellation and/or modification is not performed under any reasons;

- In case there must be any currency conversion into Vietnam dong, the rate used for such conversion shall be the rate at time when such transaction may be completed by Sacombank, Customer agrees that such rate shall be different from the rate at time when Customer requests;
- Other rights are provided in this Agreement and the relevant regulations of law.

## 3.2 Obligations of Sacombank:

- Comply with e-Commerce transactions prescribed by Vietnamese Laws;
- Sacombank does not declare or guarantee that the eBanking access by Customer shall not be interrupted. In respect of time of annual system suspension, daily operation and crash-system restore regulated at Article 5 of this Terms and Conditions, Customer agrees that Sacombank shall notify Customer of any changes through its website and Transaction Points in each period or other suitable methods in accordance with the decision of Sacombank;
- Guarantee rights of Customer as provided in the Agreement;
- Secure the information relating to Customer, account, deposit, property deposit and transactions of Customer as regulated by law;
- Lock the User right after receiving notification through Hotline of Sacombank Call Center (after the Customer completes all the steps of verifying the Customer's information) or the writing document of the Customer regarding to the loss of Authentication Device or disclosure of Login Information of the Customer;
- Handle the request for investigation and complaint relating to the use of services from Customer;
- Sacombank shall give effort to provide information to Customer accurately as recorded in computer system. However, it is based on the specification of product and reason out of Sacombank's control, Sacombank shall not ensure that all information is accurate and non-mistaken;
- Sacombank is not liable for any indirect/direct damages suffered by Customer (including transaction information of Customer recorded in the system that does not match the arising transaction time, transaction is not recorded or is recorded late) which are arising out of/from the following reasons:
  - o Any use of information in relation to eBanking of any person authorized by Customer; or
  - o Customer breaches any regulations regarding confidentiality, which leads other person to use any Customer's information on eBanking; or
  - o Any interruption, delay, unavailability or any incident occurring during the provision of the service due to causes other than the reasonable control of Sacombank, including interruption due to upgrade, repair of service, any transmission/interruption error arising from Internet service provider; discontinued due to service providers and / or partners providing intermediation billing or e-commerce billing, or;
  - o Force Majeure events and any situation which is out of control of Sacombank (events occurring in an objective, unforeseeable and irreversible manner such as natural disasters, strikes, terrorism, war... despite all applicable procedures and possibilities have been applied) in accordance with law or regulation, directives of competent authorities or objective obstacles



(any obstacles caused in an objective manner that make Sacombank unable to aware of any infringement of its legal rights and interests or make Sacombank unable to perform its rights and civil obligations.

- Other obligations are provided in the Agreement and the relevant regulations of law.

## **ARTICLE 4: REGULATIONS OF ONLINE LOAN REPAYMENT**

- 4.1 Premature repayment: means the payment transaction accomplished before the agreed date regulated in the credit contract signed between Sacombank and Customer.
- 4.2 Late/Overdue repayment: means the payment transaction accomplished after the agreed date regulated in the credit contract signed between Sacombank and Customer.
- 4.3 Loan prepayment: means the payment transaction of paying all principle, interest and expenses, penalties before the maturity date regulated in the credit contract signed between Sacombank and Customer. All debt liabilities of Customer to Sacombank shall be terminated. Customer cannot make loan closure on the credit contract opening date.
- 4.4 Loan repayment:
- Customer can only make repayment for his/her/its own loan.
  - Customer can make premature repayment, late or overdue repayment for a loan and/or interest (premature repayment is not applied for debt recovery for equal installment loan; In respect of the other methods, premature payment shall be performed prior to scheduled principle terms).
  - When making payment, Customer has to pay expenses related to Sacombank eBanking transaction and penalties for committing breach of credit contracts signed between Customer and Sacombank. All expenses/penalties will be notified on the online payment screen of Sacombank from time to time.
- 4.5 Loan repayment currency: VND
- 4.6 Loan repayment account: Customer's account in VND and non-term deposit account in VND, as designated by Customer for the purpose of loan repayment.
- 4.7 Other related expenses: Customer has to pay all the expenses related to online loan repayment. These expenses are posted on eBanking or listed in the notices of Sacombank from time to time.

## **ARTICLE 5: DURATION OF ANNUAL SYSTEM SUSPENSION, DAILY OPERATION AND MALFUNCTION RESTORE**

- 5.1 Duration of Daily Operation: Sacombank provides eBanking services to customer at least within working hours per day, working days per week as provided in the regulations on transaction/working time and day of Sacombank at the transaction points.
- 5.2 Cumulative duration of annual system suspension: Maximum of 3.65 days or any other duration upon the notice of Sacombank.
- 5.3 Duration of malfunction restore: Maximum of 1.68 hours per day or any other duration upon the notice of Sacombank.

## ARTICLE 6: TRANSACTION ACCESS AND TRANSACTION PROCESS

- 6.1 Sacombank does not ensure that eBanking services run continuously and uninterruptedly. Therefore, Customer may use services at any time upon Sacombank's commitment to provide daily services, Customer admits that Customer may not access, use and conduct some or all eBanking services at a specific point of time for system maintenance or any other reason(s).
- 6.2 Transaction shall be accepted upon being implemented via eBanking by appropriate Login Information, Authentication Code and shall be submitted to the processing system of Sacombank. Sacombank does not guarantee the following contents: the services provided via e-method shall completely be un-interrupted or non-error; transmitting information may never be lost; there may never be any Viruses which harm the computer system of Customer when Customer accesses Sacombank's website or application to make transaction.
- 6.3 Customer should secure that the transactions have been made in an accurate and sufficient way.
- 6.4 The transaction amount and charges defined in the tariff of Sacombank and penalty amounts (if any) shall be directly debited from/credited to Account. For the charges of future transaction(s), the tariff at the time of effectiveness of the relevant transaction shall be applicable. Sacombank shall be entitled to reject transaction in case the available balance of the account is not enough for transaction amount, penalty amounts and relevant charges or the transaction amount exceeds Daily Limit for one Customer or Transaction Limit for one transaction. Customer is unilaterally responsible for installing, maintaining and operating any personal computer, telephone, software including internet and/or mobile browsers used for accessing eBanking and its services, frequently updating anti-virus software on computer, updating application version, maintaining one account with a network supplier for accessing eBanking. Customer is responsible for any data or software lost or any computer, telephone with installed applications while using services via eBanking channels.
- 6.5 Customer is responsible for any personal computer system, telephone, and software used for accessing services reaching the minimum criteria to access eBanking channels.

## ARTICLE 7: PROCESSING TIME OF VALID TRANSACTION

- 7.1 Daily Transaction
- Transactions submitted by Customer are not presumed to be recorded and processed by Sacombank. Sacombank shall debit/credit account in accordance with regulation of account and this Terms and Conditions only after Sacombank has inspected and the system has confirmed the receipt of Customer's valid request. Any transaction order raised by Customer which is recorded as being debited does not mean that the account of beneficiary shall be credited. After Sacombank verifies all details and accept the transaction order, the account of Customer shall be credited;
  - The effective time for validating the transaction orders via Sacombank eBanking is as follows:
    - + Transaction orders independently processed by Sacombank (payment within Sacombank) will be validated by Sacombank within working day. Details are below:

- ❖ Transaction orders received within working hours in a sufficient and reasonable manner under Sacombank's regulations or before 15:00, only overseas transfer and/or trade finance shall be processed within working day.
- ❖ Transaction orders not received within working hours under Sacombank's regulations or after 15:00, only overseas transfer or trade finance shall be processed on the next working day at the latest.
- + Transaction orders that need processing by third Party to complete (payment outside Sacombank's system) will be validated by Sacombank within working day of Sacombank and the relevant third party. Details are below:
  - ❖ Transaction orders received before 16:00 from Monday to Friday shall be processed within working days.
  - ❖ Transactions received after the mentioned above time shall be processed on the next working day of Sacombank and relevant third party.
- + For the transactions of foreign exchange within Sacombank system: the payment date is the transaction date.
- + Exception: Depending on the specific situation, upon the receipt of transaction orders submitted by Customer, Sacombank shall try to validate promptly. The effective time for validating these transaction orders may not comply with the above regulation.

## 7.2 Future Transaction

- The receipt time of one valid future transaction is counted from the time such transaction is recorded by Sacombank. Transactions submitted by Customer are not presumed to be recorded and processed by Sacombank. Sacombank shall debit/credit account in accordance with the regulations of account and this Terms and Conditions only after Sacombank has inspected and the system confirmed the receipt of Customer's valid request.
- The effective time for validating future transaction orders via Sacombank eBanking is as follows:
  - + On value date of transaction orders which is independently processed by Sacombank (payment within Sacombank): Transactions will be processed within the working day of Sacombank.
  - + On the effective date of transaction orders which need processing by third Party to complete (payment outside Sacombank's system): Transactions will be processed within the working day of Sacombank and the relevant third party.
  - + For the transactions of foreign exchange within Sacombank system: the payment date is the transaction date.
  - + Exception: Depending on specific situation' on the effective date of transaction submitted by Customer; Sacombank shall try to validate transaction within its working day. The effective time for validating such transaction may not comply with the above-mentioned regulation.

- 7.3 The payment transactions/online loan closure via eBanking is allowed to be processed within the working day of Sacombank and shall be effective as soon as such transaction is successfully verified by the Customer and successfully recorded and handled by Sacombank's system.

- 7.4 Resolution time for settling complaints: is the time that Sacombank handles and / or gives feedback to customers after receiving complaints from customers. The time limit for settling complaints shall comply with the current regulations of Sacombank corresponding to each type of products or services, any agreement with the service provider/payment accepting unit, payment intermediary service partner from time to time.

## **ARTICLE 8: IRREVOCABLE TRANSACTIONS**

- 8.1 Customer is unable to cancel, deny or decline any transaction conducted via eBanking by her/his/its User. In case Customer requests to cancel her/his/its transaction, Sacombank shall only consider the request provided that (i) cancel request is sent to Sacombank promptly after the transaction has done by Customer, and (ii) Sacombank has not recorded and/or processed the relevant transaction in Sacombank's system according to the order of the Customer giving cancel request, and (iii) the cancellation of transaction does not involve the interest of Sacombank or any third parties.
- 8.2 Any eBanking transaction conducted shall be presumed to be valuable and irrevocable. Transactions processed are considered, and hereby committed and accepted by Customer to be made by Customer only. Customer is responsible for the accuracy and the legality of transaction processed via eBanking. Sacombank shall be entitled but without any obligation to use any other method for evidencing such transaction(s) created by Customer, excluding checking correct login ID, Password and Authentication Method selected by Customer.
- 8.3 Customer agrees and understands that, when using Sacombank eBanking service, any Confidential Information after being certified by Sacombank as valid and in accordance with the information that has been registered with Sacombank shall be considered the Customer's agreement and acceptance of the transaction performed by Customer on Sacombank eBanking.
- 8.4 The Users of one Customer are known as one Customer only. Customer is the person in charge of all transactions made by all her/his/its Users.

## **ARTICLE 9: DOCUMENTARY**

- 9.1 Materials and Documents involving the supplication for eBanking channels and services via eBanking channel and/or transaction between Sacombank and Customer, as well as data recorded, confirmed and saved by Sacombank shall be the evidence of transaction(s) between Customer and Sacombank, consisting of the full legality of Agreement confirmed by Sacombank and Customer.
- 9.2 For individual customers: invoice for charge transactions accrued between Sacombank and Customer shall be given to Customer not later than the end of month where the transaction occurs when Customer comes to Transaction Points of Sacombank upon Customer's Demand for receiving the invoice; After this time, Sacombank shall not issue invoice to Customer, and just summarize all charge transactions into the general invoice of Sacombank system.
- 9.3 For organization customer: Invoice for charge transactions accrued between Sacombank and Customer, since the next date of charge transaction date, shall be provided for Customer at Transaction Points of Sacombank upon Customer's Demand for receiving the invoice.

## ARTICLE 10: TARIFF AND TRANSACTION LIMIT

- 10.1 Tariff (including charge rate and charge collection method) for using eBanking channels and services thereto and/or relevant services shall be promulgated by Sacombank in each period. In case of changes on charge types and rates, Sacombank shall notify Customer through Sacombank's website or by other appropriate methods in accordance with decisions of Sacombank. The tariff shall bind both parties if Customer continues using eBanking channels after the effectiveness of the new tariff.
- 10.2 Sacombank may change or fix limit for transactions in each period and publish such limit in the forms similar to those provided in Article 11.1.
- 10.3 Joint current accounts and joint savings accounts are not entitled to conduct transactions via eBanking, otherwise as agreed by Customer and Sacombank.

## ARTICLE 11: AMENDMENT AND SUPPLEMENT ARTICLE

- 11.1 Sacombank is entitled to modify and supplement these Terms and Conditions and other Terms and Conditions applied for other services and products provided via eBanking at any time but has to notify Customer before its enforcement in the following forms (including but not limited): sending text to the registered mobile phone or sending mail (or email) directly to address of Customer provided by Customer to Sacombank or publishing on Sacombank's website or public communications or posting at Transaction points of Sacombank or any form decided by Sacombank. The modifications and supplements shall bind Customer if Customer continues using services after the enforcement of such modifications and supplements.
- 11.2 Sacombank shall terminate the service used by Customer within seven (07) days from the date of receiving the written termination notice sent by Customer. Within the above mentioned period, if Customer still uses services, he/she/it has to abide by the amendment of Agreement and announcement of Sacombank on its website.
- 11.3 Continuing to use services by Customer after the effectiveness of Agreement's amendment means that Customer completely accepts such amendment.

## ARTICLE 12: NOTICE

- 12.1. In the course of implementation and settlement of any disputes of this Agreement, all notices and transaction documents of Sacombank and/or competent authorities of this Agreement shall be communicated by the parties according to the information mentioned in this Agreement (or other communications are notified in writing by the parties).
- 12.2. Customer is committed that the residence address, the mobile phone number stated in this Agreement are legal and belong to Customer. Sacombank shall send all documents, transaction documents in course of implementation of the contract and the competent authorities shall send invitations, notice, public post to request the Customer to fulfill its obligations under this Agreement to such address and mobile phone number. Customer must notify Sacombank and the local competent authorities of any change in the permanent address, temporary or new residence address, new mobile phone number.

- 12.3. In case Customer breaches any obligation to notify the change in permanent address, temporary residence address, permanent residence address, new telephone number according to the provisions of this Agreement and/or has been removed from the household registration book and/or exit without notice of address, new residence, change of phone number, Customer is considered to hide the communication to avoid the obligations under this Agreement. In this case, the place of residence stated in this Agreement (or the latest address stated in the notice received by Sacombank) is the final residence of Customer. Customer agrees that Sacombank shall settle the collateral or the Court shall hear the case without Customer's presence, including the case that there is no testimony from Customer.
- 12.4. The sending of documents, transaction documents shall be conducted via: messages, telegraph, post office or shall be conducted by delivery. All notices and transaction documents shall be deemed to have been received after being sent by telegraph to the correct email address or correct telephone number or having a message certified by the post office, or having confirmation by the personnel, relatives (same residence) of the parties or staff of Customer in case of delivery.

## **ARTICLE 13: GOVERNING LAW AND DISPUTE RESOLUTION**

- 13.1 These Terms and Conditions are governed by Vietnamese law; and any dispute regarding interpretation of these Terms and Conditions, the interpretation of Sacombank will be prioritized.
- 13.2 If there is any dispute accrued by the implementation of Terms and Conditions between Customer and Sacombank, the dispute shall be resolved by negotiation and mediation in priority; in case the parties fail to meet the agreement after such negotiation and mediation, the dispute may be submitted to the competent court of Vietnam for resolution. Sacombank shall select the competent court where Sacombank's head office is located or where Sacombank's branches, transaction offices are located to file the petition.
- 13.3 These Terms and Conditions are made in English and Vietnamese. If there is any inconsistency between English and Vietnamese languages, the Vietnamese Version shall prevail.

## **ARTICLE 14: THE VALID PERIOD AND ENFORCEMENT**

- 14.1 The Terms and Conditions are effective from the date when Customer signs the Registration Form for Sacombank eBanking service until any legal event ends such registration.
- 14.2 The Parties agree that the terms of these Terms and Conditions are independent of each other unless otherwise expressly and accurately provided. Any failure to comply with one or more of the provisions of these Terms and Conditions will not affect the performance of other terms. If any terms are invalidated, the parties undertake to use all their efforts to amend them in accordance with the provisions of law for implementation.
- 14.3 Customer confirms that they have read, understood and agreed to all Terms and Conditions of using eBanking and commits to comply with these Terms and Conditions as well as other agreement(s) with Sacombank relating to each service, product, transaction that Customer participates in (such as agreements on account, debit card, etc.).