

## TERMS AND CONDITIONS OF INTERNET BANKING & MOBILE BANKING SERVICES<sup>1</sup>

**As effective from: 30/05/2025**

The below Terms and Conditions along with the application/registration paper/request form or electronic document or data regarding registration/amendment of the Internet Banking & Mobile Banking Online transaction channel ("Service Request") constitute an Agreement of using the Internet Banking & Mobile Banking Online transaction channel between Sacombank and Customer ("Agreement"). Agreeing with these Terms and Conditions, by signing a paper document or clicking agree at the registration screen for the Internet Banking & Mobile Banking Online transaction channel, Customer acknowledges that (i) Customer has been fully provided with and has carefully reviewed the information regarding the Agreement, products and services of Sacombank before registering for the service (ii) Customer has read, clearly 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 organization or individual who has a current account opened at Sacombank and registers for Internet Banking & Mobile Banking Online transaction channel.
- 1.3 Transaction Point** mean branch and transaction office of Sacombank within the territory of Vietnam.
- 1.4 Internet Banking & Mobile Banking** Online transaction channel ("**Service**") means the Online transaction channel that Sacombank provides for Customer to use banking products and services and other features and utilities via internet-connected devices. Online transaction channels are provided for each kind of Customer from time to time, including: Internet Banking and Mobile Banking.
- 1.5 Internet Banking** means a Sacombank online transaction channel via website [www.isacombank.com.vn](http://www.isacombank.com.vn).
- 1.6 Mobile Banking** means a Sacombank online transaction channel via Sacombank mBanking application.
- 1.7 User** means individual Customers or individual(s) registered with Sacombank by corporate Customer for accessing and using the Service under a valid authorization.
- 1.8 Electronic Device** means any device operated based on technology, electronics, digital, magnet, wireless transmission, optics, electromagnetics, or any other similar technologies (such as mobile phone, computers, tablets, ...).
- 1.9 User ID/Username** means a sequence of characters established by Customer, registered with Sacombank and approved by Sacombank for the purpose of identifying Customer when accessing online transaction channels. Each User can register only 01 (one) Username.
- 1.10 Login Password** means a sequence of characters provided by Sacombank for the customer or set up and memorized by Customer, used for authenticating Customer when accessing online transaction channels.
- 1.11 Temporary Login Password** means the password provided by Sacombank system for each User when registering the Service, shall be used when User first logs in or requests for

---

<sup>1</sup> The application/registration paper/request form electronic document or data relating to opening, registration, use of products and services that Customer registered at Sacombank using the following phrases shall have the same meaning as given in these Terms and Conditions as follows: (a) "Sacombank eBanking" or "eBanking" is understood as "Internet Banking & Mobile Banking" Service, (b) "Sacombank iBanking" or "iBanking" is understood as the online channel "Internet Banking" and (c) "Sacombank mBanking" or "mBanking" is understood as the online channel "Mobile Banking".

password reset. After logging in by Temporary Login Password, Customer must create and remember Login Password for online transaction channels.

**1.12 Authentication Code/One-time Password (OTP)** means the confidential code for only one time use and shall be valid for a given period of time in accordance with Sacombank's regulations, generated by Sacombank's system and sent to Customer via appropriate methods including SMS, authentication device, authentication application installed on mobile device or other authentication methods provided by Sacombank from time to time, used for authenticating the transaction performance via the Service having authentication requirements. Upon each kind of transactions and transaction limit, Sacombank shall require the Customer to use the OTP in accordance with the provisions of laws and Sacombank's regulations, including:

- **Basic OTP** means the Authentication Code that is randomly generated from time to time, synchronized with Sacombank's transaction system.
- **Advanced OTP** means the Authentication Code that is generated in combination with the code of each transaction.

**1.13 Authentication Method** means the method for Customer's authentication of accessing and/or making transaction on online transaction channels, provided by Sacombank for Customer and chosen for User by Customer. Sacombank provides Authentication Method in accordance with product and service type, transaction limit, accessing authentication or transaction authentication, including:

- **Username, Login Password.**
- **OTP SMS** means Authentication Method by OTP sent via registered phone number of Customer.
- **OTP Token** means Authentication Method by OTP send via device with the function of generating and providing OTP for Customer ("authentication device"), including Basic Token (providing Basic OTP) and Advanced Token (providing Advanced OTP).
- **mSign** means Authentication Method via application installed in Electronic Device with the function of generating and providing OTP for Customer and/or receiving transaction authentication request through connection from transaction system and request Customer to confirm/not to confirm the transaction directly on the application screen ("authentication application").
- **Digital Signature** means a form of electronic signature using an asymmetric cryptographic system, including private key and public key, whereby the private key is used for granting digital signature and the public key is used for certifying digital signature. Digital Signature ensures the accuracy, integrity and undeniability of the data message but fails to ensure the confidentiality of data message.
- **Biometrics** means Authentication Method via User's biometric identifiers which are difficult to fake (such as face, veins of hand fingers or hands, iris, voice,...).
- Other Authentication Methods provided by Sacombank from time to time.

**1.14 Confidential Information** means Username, Login Password, OTP Authentication Code, Biometrics identifiers, Customer's authentication information of accessing, using authentication applications, authentication devices, Electronic Device that Customer uses to access and use the Service and Authentication Methods (such as authentication applications installed on Electronic Device or Electronic Device connected to phone number receiving OTP SMS); phone number, email of Customer; any other Customer's identification and authentication factors regulated by Sacombank from time to time or any

other factors, information registered with Sacombank by Customer or provided by Sacombank during using the Service.

- 1.15 Transaction Request** means any request or instruction from Customer created, sent, received and processed through using the Service.
- 1.16 Statement** means the detailed list of transactions and the arising charges in relation to using account(s) during a specific period.
- 1.17 Transaction Limit** means the maximum cumulative amount allowed for Customer to make transactions on both channels Internet Banking and Mobile Banking, registered by Customer or according to Sacombank's regulation from time to time, including:
- **Daily Limit** means the maximum cumulative amount per day allowed for Customer to make transactions on both channels Internet Banking & Mobile Banking, excluding the transactions of charges, online term deposit, online loan, foreign exchange and other transactions published by Sacombank from time to time.
  - **Entry Limit** means the maximum cumulative amount per one transaction allowed for Customer to make one transaction on both channels Internet Banking & Mobile Banking, excluding the transactions of charges, online term deposit, online loan, foreign exchange, and other transactions published by Sacombank from time to time. Entry Limit must be less than or equal to Daily Limit of Customer.
- 1.18 Future Transaction** means the Transaction Request initiated by Customer at the present time and requires Sacombank to process on a specified date in the future.
- 1.19 Future Approval of Transaction** means a function that allows User of corporate Customer granted rights to supervise/approve transactions could approve the transactions within a specified period of time registered with Sacombank by Customer from the time of initiating transactions, charges/interest rates/exchange rates applied for past dated approval transactions are calculated at the moment when transactions are processed by Sacombank.
- 1.20 Working Days** mean working days of Sacombank according to Vietnam time and Vietnamese law, excluding public holidays under the laws or any day-off as published by Sacombank.
- 1.21 Effective Date** means the date and time that the transaction is recorded to Sacombank system.
- 1.22 Affiliate Partner** means a third party working as an intermediary between Sacombank and Service Provider, cooperating with Sacombank to offer payment services to Customer, Service Provider.
- 1.23 Service Provider** means organizations/individuals providing goods, services for payment accepting via Sacombank payment services or making payment as an intermediary payment service organization of Affiliate Partners.

## ARTICLE 2: USE AND MANAGEMENT OF CONFIDENTIAL INFORMATION

- 2.1** In order to use the Service, Customer registers a Username and is granted a Temporary Login Password by Sacombank via phone number/email or Authentication Method registered with Sacombank. The Temporary Login Password is valid for 30 days from the date of issuance. Customer must change Login Password immediately when logging in with Temporary Login Password.
- 2.2** The Login Password is valid for a maximum of 12 months from the last change. When it reaches the expiration date, Sacombank will send a notification requesting Customer to change the Login Password to continue using the Service. During using the Service, Customer must periodically change the Login Password as the request of Sacombank and/or change it proactively to ensure safety and security. Customer should not choose a Login Password that is personal, easy to guess and has been used before, such as: date of

birth, identification number, full name, license plate number, the same or consecutive natural numbers.

- 2.3** When the following cases occur (i) Customer's Username is entered incorrectly by the Login Password exceeding the number of times regulated by Sacombank; (ii) after checking, Sacombank determines any Customer's Confidential Information used for authentication to be incorrect exceeding the number of times specified by Sacombank (iii) according to Sacombank's assessment, the transaction may arise risk, damage to Customer; (iv) Confidential Information is no longer safe based on information provided by Customer (v) When Customer has not been accessing and using the Service for a continuous period of time regulated by Sacombank, Sacombank has the right to proactively block the access to the Service and/or lock the right to use the Authentication Method to ensure information security and avoid financial risks for Customer until Customer needs to unlock the Service, Authentication Method to continue using the Service.
- 2.4** The requests including provision of information about Username, re-activation of the Service, unlock the Service, re-issue of Temporary Login Password, Authentication status update (including locking, unlocking, synchronizing, resetting Authentication Device/authentication application), change of Authentication Method, must be processed in accordance with Sacombank regulations and instructions from time to time. Authentication status update, re-issue of Temporary Login Password can be processed according to each User request, other requests must be signed and stamped by lawful representative of organization.
- 2.5** Depending on the services, products, transaction participated by Customer on online transaction channels, one or more Confidential Information shall be used to authenticate Customer in accordance with the Authentication Methods regulated by Sacombank for that particular service, product, transaction and relevant laws. Customer undertakes to ensure the biometric data is stored on the Electronic Device for accessing and using the Service and Authentication Methods belongs to the User and only uses his/her own biometric data for authentication when accessing and using the Service and Authentication Methods; not to store or use other people's biometric data.
- 2.6** Customer undertakes to ensure the safety and security of Confidential Information; maintain Authentication device, Electronic Device using for accessing and using the Service and Authentication Methods, conduct all necessary methods in highest priority to prevent the information, devices against illegal using and to ensure only the Customer has the right to access and use the Service. For this purpose, Customer commits:
- To complying with Sacombank's instructions, notices and warnings on safety and security when using the Service.
  - By mistake or on purpose, not to writing down, taking note, disclosing the Confidential Information in any way to anyone at anywhere in any time. Sacombank warns Customer not to save the Login Information on any software, web browsers with automatic save function (such as "remember password" or similar function in in-use Website).
  - Not to accessing and using the Service from any Electronic Device or network without ensuring that no one else can monitor or copy Customer's access.
  - To installing and regularly updating anti-virus programs on personal Electronic Device to ensure correct and up-to-date application versions.
  - Not to installing harmful software on the Electronic Device used to access and use the Service and Authentication Methods.
  - Not to using facial recognition for authentication of access, using the Service and Authentication Methods if there is a twin sibling.

- g. To uninstalling the Service application and authentication application on Electronic Device when changing or no longer using that Electronic Device.
- h. For each time of Service login, not to leaving any Electronic Device used for accessing and using the Service or allowing another person to use such devices until Customer has logged out of the program on those devices. Customer is responsible for logging out of the application software used for Service when not in use.
- i. Directly coming or authorizing another person to come to Sacombank to get authentication devices and taking all responsibilities and damages (if any) for this authorization.
- j. Accurately downloading, accessing and using Confidential Information to authenticate transactions on official transaction channels as published by Customer. Customer is not allowed to enter any Confidential Information on transaction channels which have not published by Sacombank and is solely responsible for entering information on transaction channels not controlled and managed by Sacombank.
- k. Avoid using public computers to access or perform transactions; refrain from using public WIFI networks when using the Service.
- l. Ensure that all security patches for the operating system and application software used for the Service are installed; consider installing anti-malware software and updating it with the latest malware definitions on personal devices used for transactions.
- m. Choose Authentication Methods with a level of safety and security in accordance with the regulations and suited to the Customer's Transaction Limit needs.
- n. Do not use jailbroken or rooted mobile devices to download and use the Service application or OTP generation software.
- o. Avoid installing unfamiliar software, unlicensed software, or software from unknown sources.

**2.7** When detecting or suspecting any Service's unauthorized login, disclosure of Confidential Information or loss of authentication device/Electronic Device used for accessing and using the Service and Authentication Method, Customer has to immediately change Login Password and notify Sacombank Contact Center by the fastest method at hotline: 1800 5858 88 (or any given number provided by Sacombank from time to time) or directly contact Sacombank's Transaction Points for processing. Customer agrees that the process of working with Sacombank can be recorded and agrees to confirm in writing any details of the incident, as well as accepts to comply with all requests and instructions from Sacombank including changing Login Password immediately and accepts for Sacombank to lock the access to the Service to restrict damage and loss for Customer. Until Sacombank locks the above service access, Customer is still responsible for the use of the Service (including transactions of unauthorized persons).

**2.8** Sacombank is responsible for protecting Customer's Confidential Information and ensuring safety, security, risk management of Sacombank's system in accordance with relevant laws.

**2.9** Customer agrees that in case Customer uses any software or application of any third party to log in and use Sacombank's Services, the information about Customer, accounts, transactions, Confidential Information provided by the Customer on this software, application may be known, stored and used according to the policies of that third party. In this situation, Customer understands that Sacombank cannot and does not have the ability to control the use and storage of this information by third parties and the use and storage of this information as well as resolving relevant disputes shall comply with the agreement



between the Customer and that third party and such disputes shall not be related to Sacombank.

## **ARTICLE 3: COLLECTION AND USE OF CUSTOMER INFORMATION**

- 3.1** Customer agrees to provide fully, honestly and accurately necessary identification, information as required by Sacombank for Service registration and in the process of using Service, products, features and utilities on online transaction channels. In case where Customer's identification documents are expired/invalid, Sacombank will temporarily suspend Sacombank Pay Service until Customer registers/updates the latest valid identification documents with Sacombank in accordance with legal regulations and Sacombank's policies from time to time.
- 3.2** Customer agrees that Sacombank shall collect Customer information from sources provided by Customer and/or collected by Sacombank from the process of using the Service on Sacombank's transaction channels and/or from Sacombank's partners for implementing products and services for Customer and/or other public and legal sources of Customer according to the provisions of law.
- 3.3** Sacombank is responsible for keeping Confidential Information relating to Customer, account, deposit, deposit asset and Customer's transactions (Customer Information) as regulated by law and undertakes not to sell, disclose, or leak Customer information to third parties without Customer's acceptance, excluding of providing information according to legal regulations.
- 3.4** Customer agrees that Sacombank is allowed to use Customer's information for the following purposes:
- a. Identification and verification of Customer's identification information according to legal regulations.
  - b. Administration, operation, support and management of Customers' relationship and transaction with Sacombank, including assessment of Customers' conditions for products and services; executing Customer's requests; providing products, services; executing the rights and obligations of Sacombank according to the provisions of the agreement(s) with Customer; evidence in the process of resolving disputes between Sacombank and Customer.
  - c. Contacting Customer to introduce, suggest or advise on products and services that Customer may be interested in or bring incentives and financial benefits to Customer, promotion, surveys and other programs of Sacombank.
  - d. Support for Sacombank's business and internal activities, including risk assessment and management and compliance with regulations of Sacombank and laws; system planning and development or banking product development, obligations of report, financial, accounting and tax or activities relating to auditing, archiving and administrative purposes, to prevent, detect fraudulent activities, money laundering, terrorist financing, proliferation of weapons of mass destruction financing...
  - e. Any other purposes regulated by provision of laws.
- 3.5** In order to implement the purposes stated in Clause 3.4 of this Article, Customer agrees that Sacombank can provide Customer's information to the following individuals and organizations:
- a. Customer and/or the legal representative, heirs of Customer and/or third parties authorized/approved by Customer to provide information. Information providing request must be made in writing and sent to Sacombank;
  - b. The competent authorities regulated by laws;
  - c. Third parties, including: (i) accountants, internal auditors or external auditors, Sacombank's professional advisors, lawyers, financial consultants, notaries, rating

agencies; or (ii) Sacombank's staff and/or agents or subcontractors, Service Providers, Affiliate Partners, consultants, organizations participating in processing Customer's transactions whether organizations are established and operated in Vietnam or not; and/or any other third parties collaborated with Sacombank contractually. Such third parties must commit to complying with confidentiality regulations similarly to the content in this Article;

- d. Within the scope of transaction initiated by Customer, Sacombank is entitled to provide Customer's Full Name to the beneficiary of transaction as requested by the beneficiary in order to support for tracing, checking the data of beneficiary.

**3.6** When providing information as stated in Clause 3.5 of this Article, Sacombank ensures the provided information are accurate with Customer's information stored at Sacombank during the registration and/or use of the Service, conducting transactions and within the necessary scope to execute the purposes stated in Clause 3.4 of this Article.

**3.7** For Customer information which is Personal Data as regulated in Decree 13/2023/ND-CP and amending, supplementing and replacing legal documents from time to time, Customer completely agrees (without conditions) that Sacombank is entitled to collect and process Personal Data in accordance with the General Terms on Protection and Processing of Personal Data ("General Terms") publicly listed at transaction counter or on website <https://www.sacombank.com.vn>. In case of limiting data processing in these General Terms, Customer shall contact Sacombank for instructions. These General Terms are an integral part of this Agreement. All rights and obligations of Sacombank and Customer in these General Terms will not be replaced, terminated or changed, but will be cumulative to the rights and obligations that Sacombank and Customer have in this Agreement.

**3.8** Customer is responsible for ensuring that phone number, email address for the Service registration (including phone number, email used for receiving Temporary Login Password, OTP, other authentication factors...) are owned by Customer and are active and only Customer has the right to legally access and use this phone number and email during using the Service, and is responsible for any complaints, disputes arising if the phone number and email address are not owned by Customer.

**3.9** Customer is obliged to ensure that Customer's information at Sacombank is the most up-to-date and accurate information and Customer shall immediately notify Sacombank of any changes to the registered information, including but not limited to, registered email address/phone number and/or send relevant documents to Sacombank upon having any changes (if any). For corporate Customer, Customer must register the User(s) permitted to use the Service under the authorization granted (including Authentication Method of these Users) and undertakes to promptly notify to Sacombank any information change relating to the legal representative of the organization, account holder, Users, seal and chief accountant/person in charge of accounting (if any). When requesting to change Customer information such as phone number, email,... Customer clearly understands the change of such information shall change the use of this information in the Service and the products, services, features and utilities on online transaction channels.

**3.10** Sacombank will provide the Service based on the registered information of Customer until receiving request of changing information from Customer. Customer will be fully responsible for any damage or losses caused by using the account, the Service with the information that Customer has registered and updated to Sacombank.

**3.11** Sacombank will update change information for Customer within 01 working day from the time of receiving Customer's valid request. A valid request means a request prepared by Customer in the form issued by Sacombank together with the relevant documents proving

the contents of the change information and sent to Sacombank by Customer in suitable methods as instructed by Sacombank.

## **ARTICLE 4: ACCESS & USE OF THE SERVICE**

- 4.1** By confirming to register for the Service, Customer acknowledges that Sacombank has fully consulted, guided and explained the conditions, usage, risks and accepts the risks related to using the Service.
- 4.2** Customer commits to complying with Service procedure of registration, amendment, supplement, usage, transaction order, procedure, regulations as instructed by Sacombank.
- 4.3** Scope of Service provision and Transaction Limit:
- a. Scope of Service provision (including products, services, features, utilities implemented on every transaction channel) is regulated and notified to Customer by Sacombank from time to time. Joint current accounts, joint saving accounts and joint term deposits are not entitled to register for accessing, using the Service, unless there exist other agreements between Customer and Sacombank.
  - b. Customers are allowed to register Transaction Limit within the range of limit regulated by Sacombank. Transaction Requests are made within the Transaction Limit registered by the Customer as well as the Transaction Limit of each type of Sacombank's products and services (cards, payment accounts...) and the limit according to each specific Authentication Method. In case Customer wants to make transactions that exceed the limit set by Sacombank, Customer must register with Sacombank, accept all risks (if any) and must be approved by Sacombank.
  - c. For corporate Customer, Transaction Limits include: (a) Daily Limit and Entry Limit of the organization are the cumulative limit for transactions completed upon approval step, without distinction each User of the organization and (b) Daily Limit and Entry Limit are the limits calculated for each User of the organization; in particular, the Transaction Limit for each User does not exceed the organization's Transaction Limit.
  - d. Sacombank is entitled to determine the range of transactions within the Limit registered by Customer and to set the Limit for some transactions executed on online transaction channels. Scope of transaction and Transaction Limit will be notified by Sacombank to Customer by notifying methods regulated in this Agreement or on service's screen when Customer makes transaction.
- 4.4** Customer can use the Service 24 hours per day and 7 days per week including weekends and holidays, except for end-of-day transaction processing time or suspending time of system as notified in advance. However, Customer admits that in addition to system maintenance as planned and notified in advance by Sacombank to Customer, at certain times, Customer may not access, or conduct some or all Transaction Requests via online transaction channels in force majeure circumstances including but not limited to because of suddenly repair of the system or the failure of electricity, network, internet; technical failure, interruption caused by Service Providers and/or Affiliate Partners and/or third parties participating in transaction process. Sacombank will make every effort to restore the system (if there is a problem) and minimize system downtime. The duration of any single Service disruption and the total Service disruption time in a year will follow Sacombank's notifications from time to time.
- 4.5** Customer, by his/her own expense, takes responsibility for: (i) installing, maintaining, running and applying suitable measures to ensure the compatibility of the connected machines, Electronic Device, system software, application software... used to connect, access the Service; (ii) ensuring to meet the minimum conditions to access the Service such as maintaining internet connection, maintaining the use of account, phone number, and



email registered for the Service, and not using “illegally unlocked” or “hacked” electronic devices to access and use the Service and Authentication Methods.

- 4.6** Sacombank does not ensure that: the Service provided via electronic methods shall completely be uninterrupted or error-free; transmitting information may never be lost; there may never be any viruses damaging Customer’s machines, Electronic Device. Customer must access accurately Service delivery address and application to make Transaction Request.
- 4.7** Customer agrees to promptly update the latest application version of the Service. In case Customer uses an incompatible version or does not meet the conditions to use the application version according to Sacombank's regulations, the products, services and features on the Service may not work fully/may be restricted or operate according to instructions that have not been updated.
- 4.8** Customer requests and agrees to Sacombank sending emails containing links to Sacombank's website or the websites of Sacombank's partners from time to time.
- 4.9** Sacombank shall make effort to provide Customer through the Service with accurate information as recorded in computer system. However, due to the technical factors, system and reasons beyond Sacombank’s control, information of transactions, account balance provided by Sacombank through the Service may not always be completely updated because there are transactions that have not been completely processed by Sacombank or adjusted when arising errors, mistake. Therefore, Customer understands that in some situations, the information about transaction, account balance of Customer notified through the Service is not the final correct information at the time of notification.
- 4.10** Customer must regularly check account balances, transaction statement and account statement and immediately notify Sacombank at Transaction Points or via hotline when detecting any discrepancies, incorrect, mistakes on Customer’s transaction. Customer agrees to cooperate with Sacombank, Service Provider and Affiliate Partner to find the cause of errors reported by Customer during using the Service and execute all necessary requirements to prevent fraudulent and fake transactions.
- 4.11** In case corporate Customer has not registered chief accountant’s signature and/or registered one User for both transaction initiation and approval, Customer takes responsibility for risk arising out of transaction(s) of Customer.
- 4.12** Customer undertakes not to perform and ensures that Users do not perform the following prohibited acts:
- a. Interfering, deleting, causing damage or changing software, electronic data or illegally electronic data interchange, falsifying the information of computer networks, telecommunications networks, electronic means or Sacombank’s system.
  - b. Having other acts of obstructing or disrupting the operation of computer networks, telecommunications networks, electronic methods or Sacombank’s system.
  - c. Illegally attacking or disabling the Sacombank's information system protection measures, taking control, destroying Sacombank's information system, interfering with the operation functions of electronic means; stealing, changing, destroying, falsifying data or illegally using of services including intentional bypass of alarms, access codes, firewalls, system’s administrator rights or by other means to unauthorized access to computer networks, telecommunications networks or electronic methods, systems.
  - d. Other actions affecting the system in order to gain illicit profits, cause damage, cripple, interrupt, or stop the operation of computer networks, telecommunications networks, electronic methods or postpone Sacombank's operations or appropriation of information.

- e. Misrepresenting or presenting false or misunderstood content related to the Service.
- f. Accessing, logging into or using any account that is not owned by Customer.
- g. Copying or creating any copies of Sacombank applications, software, websites.

## ARTICLE 5: TRANSACTION REQUEST AND PROCESS

### 5.1 Transaction Request:

- a. Transaction Requests via online transaction channels shall be considered valid if reaching the following conditions:
  - Request content is within the scope of Service provision, transaction value is within the Transaction Limit of online transaction channel as well as the available account balance and permitted limit of each type of Sacombank's product or service (card, current account,...).
  - Request is made with accurate, complete information in accordance with Sacombank's regulations of products and services.
  - For corporate Customer, Transaction Request has completed the steps of initiating, controlling and approving the transaction registered with Sacombank.
  - Sacombank system checks and identifies login information (including Username, Login Password) and the factors Sacombank uses to authenticate Customer (such as Authentication Code, biometrics...) are correct.
- b. Customer agrees that Customer's login to the Service with Username, Login Password and/or other Authentication Methods regulated by Sacombank to authenticate transactions, shall be legal grounds to prove Customer's agreement, acceptance of Transaction Request sent to Sacombank. In case of authenticating by digital signature, Customer is solely responsible for the usage purpose of the digital signature and is obliged to promptly notify Sacombank of any changes in the information related to the scope of usage and the responsibility limitation of the digital signature registered with Sacombank.
- c. Customer understands that any mistakes, confusion occurred in entering, checking information of Transaction Request shall result in transferring money to an account other than the one as designated by Customer or the transferring amount and currency shall be inaccurate; or wrongly debited; or Transaction Request shall not be completed; or be duplicated. Therefore, Customer is responsible for being careful in initiating transaction; carefully checking transaction information, bill information (including bill code, payment code, amount, beneficiary's information, payment time...) on Service screen before sending Transaction Request to Sacombank, Customer is solely responsible for the accuracy, validity and legality of transaction made by Customer on online transaction channels; solely resolving disputes arising between Customer and beneficiary, Service Providers/Affiliate Partners as well as loss, damage incurred (if any).
- d. Any conducted transaction on online transaction channels shall be presumed to be valuable and irrevocable. Customer shall not cancel, deny or decline conducted transaction on online transaction channels for any reason.
- e. For corporate Customer's transaction, Sacombank has rights to delete all transactions initiated by Customer in case the time for initiation of such transactions is beyond the time that Customer has registered or as provided by Sacombank but the transactions are not completely approved.
- f. Customer understands that using the Service is an online transaction method, therefore, Sacombank has the right but not obligation to use any other method for evidencing that such transactions are created by Customer excluding: checking correct Username, Login Password and/or Authentication Method provided by Sacombank to Customer.

Sacombank cannot and is not obligated to determine that information must be initiated and/or accepted from Customer, according to that, Customer clearly understands and accepts that: if there is any acts of accessing and using the Service with Customer's Username, Login Password and/or Authentication Methods provided by Sacombank to the Customer and other Confidential Information to make transactions, such transaction shall be considered to be made by Customer only and Customer is responsible for all transactions processed via online transaction channels, as well as relevant risks arising during the terms of Agreement, even when the moments determining the responsibility for transactions processed during the terms of Agreement are after Customer has suspended or stopped using the Service.

- g. The Users of one corporate Customer are understood as one Customer only. Customer is the person in charge of all transactions made by all her/his/its Users.
- h. When initiating Transaction Requests via online transaction channels, Customer shall comply with all regulations regarding foreign exchange control; anti-money laundering; countering terrorism financing; proliferation of weapons of mass destruction and other relevant regulations of Sacombank, Vietnamese law, international practice and is legally responsible for payment content, transaction nature and ensure transaction purpose is legal, explicit and not related to crime.
- i. For payment transaction 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 shall not use overdraft limit to pay for loan and/or open term deposit and/or use for other purposes not in compliance with the law;

## 5.2 Transaction process:

- a. Sacombank shall only process transaction if Sacombank system records Customer's valid Transaction Request.
- b. Depending on transaction's type and as required by law, competent authorities and/or Sacombank's regulations, Sacombank may requires Customer and Customer agrees to provide and supply information, relevant documents or confirm any details before Sacombank processes the transaction as Customer's request.
- c. If occurring relevant fees relating to the transaction, Service fee, payment utility fees (if any) under the policy of Sacombank and laws, the policy of each Service Provider, Affiliate Partner (if any), wrong credits, superfluous amount, excessive/over-permitted withdrawal of balance, the amount of payment obligation according to agreement between Sacombank and Customer, the amount of deduction transaction according to legal regulations or the request, decision of competent authorities, Customer shall be obligated to refund and pay such amounts and agrees to let Sacombank automatically deduct money from any account of Customer to pay or refund such amounts. In case of insufficient account balance, Customer commits to depositing to pay and refund these amounts.
- d. In case of the conversion from a foreign currency into Vietnamese dongs, the rate used for such conversion shall be the rate at the time Sacombank completely handles the transaction, and Customer agrees that such rate might be different from the rate at the time Customer sent Transaction Request.
- e. Sacombank has the right to delay, suspend, refuse processing transactions, suspend the Service in following cases:
  - Sacombank has evidence or based on reasonable assessment Sacombank believes that the transaction is showing signs of suspicion of money laundering or related to

- warning/embargoes list, money laundering, terrorist financing, proliferation of weapons of mass destruction in accordance with the laws.
- Sacombank suspects and/or is informed by third parties of transactions with signs of violating the laws or has evidence or assessment based on reasonable basis that the transaction violates the laws, including but not limited to:
    - + Transactions in violation of legal provisions related to foreign exchange management; anti-money laundering; terrorist financing; proliferation of weapons of mass destruction financing; pacts, treaties signed by Vietnam and related international practices;
    - + Payment for illegal goods/services (goods and services prohibited by law; services in conditional business lines such as banking without a license/not meeting legal conditions; illegal lending; fraudulent lending; phone and online fraud;
    - + Fraudulent transactions such as transactions where the nature of payment transactions cannot be checked for any goods/services or overvalued transactions, regular payment transactions of large value...;
    - + Transactions that could be related to any party (individuals, organizations, competent authorities) sanctioned regarding violation of laws and/or related, directly or indirectly, to any person sanctioned regarding violation of laws by the United Nations, international organizations, or laws of any other relevant countries;
    - + Transactions that could be directly or indirectly related to source of fund from illegal activities or serve illegal purposes or activities;
  - Sacombank may request Customer to provide more information and/or any other relevant documents before processing the Transaction Requests or Customer refuses to provide more information and/or other relevant documents as requested by Sacombank.
  - Requests and information received by Sacombank from Service Providers/Affiliate Partners and/or Customers are incomplete or inappropriate or Service Providers/Affiliate Partners do not accept payment via electronic methods.
  - According to any decisions, requests under the law or from any competent authorities.
  - Any circumstances in relation to fraud, forgery and risk, or suspected of fraud, forgery.
  - Interests of Customer/Sacombank/any third party could be affected.
  - Sacombank, Service Provider/Affiliate Partner suspends the Service for maintenance, system upgrade (according to the plan notified in advance to Customer) or for repairing unexpected system errors.
  - 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 the Service.
  - The Transaction Request made by Customer is invalid including but not limited to (i) account balance is insufficient to make transaction, penalty and fees or in case of exceeding the scope of Service use, Transaction Limit, permitted limit of each product and service; (ii) the content of the Transaction Request is incomplete and inaccurate in accordance with laws and regulations of Sacombank; (iii) identification/authentication/security/safety factors are incorrect according to



Sacombank's regulations; (iv) account/card status of Customer or beneficiary is being terminated, blocked, temporarily locked, suspended, which leads to the fact that transaction could not be processed for as Customer's request; (v) Customer's failure to comply with Sacombank's instructions (if any).

- Customer fails to meet enough conditions to use the Service.
- Circumstances where Sacombank locks the Service as regulated in this Agreement.
- Any force majeure events beyond the control of Sacombank occur.

Except the circumstances where Sacombank delays, suspends, refuses processing transactions, suspends the Service for the maintenance plan notified in advance to Customer, in other circumstances, Sacombank shall notify at least 03 (three) Working Days after delaying, suspending, refusing processing transactions.

- f. Sacombank rejects the cancellation of completed Transaction Request. Customer shall solely contact the Service Providers/Affiliate Partners or beneficiaries to request tracing/refund and Sacombank will support Customer with all efforts to send tracing/refund request to Service Providers/Affiliate Partners or beneficiaries or beneficiaries' bank but does not guarantee the payment refund. The refund of a completed Transaction Request absolutely depends on intent of Service Providers/Affiliate Partners and beneficiaries.
- g. Sacombank might consider Customer's request for cancellation and modification of Transaction Request initiated and successfully sent to Sacombank provided that: (i) cancellation/modification request is sent to Sacombank promptly after the transaction has performed by Customer, (ii) Sacombank has not recorded and/or processed the relevant transaction in Sacombank's system according to Customer's request, and (iii) the cancellation/modification of transaction does not affect the benefits of Sacombank or any other third parties. In this case, Sacombank undertakes to use our best effort to assist Customer, however, Sacombank is not responsible if this cancellation and/or modification cannot be done for any reason.
- h. Online loan payment feature means a feature allowing Customer to pay for their own loans (including: premature payment for principal and/or interest, late or overdue payment):
  - Payment currency (including principal, interest, fees, penalties) shall be VND.
  - Premature payment means the payment transaction accomplished before the agreed date in the credit agreement between Sacombank and Customer.
  - Late/Overdue payment means the payment transaction accomplished after the agreed date in the credit agreement between Sacombank and Customer.
  - Premature closure means the payment transaction of all principal, interest, fee, and penalties before the maturity date in the credit agreement between Sacombank and Customer that terminates all debt liabilities of Customer to Sacombank. Such closure must not be performed on the credit agreement opening date.
  - Customer is entitled to make premature payment for the principal as scheduled, not applied for equal installment loan.
  - Customer undertakes to comply with the payment regulations of principal, interest; collecting order of principal, interest; premature payment; rescheduling of repayment term; applied interest; fees (including premature payment fee) and penalties according to credit agreements with Sacombank and provision of laws from time to time. Fees and penalties are notified on the Service screen when making payment.

## 5.3 Transaction documents:

- a. Materials and documents relating to the provision and using of the Service and/or transaction between Sacombank and Customer, as well as data recorded, confirmed and saved by Sacombank shall be the evidence of transactions between Customer and Sacombank, consisting of the full legality of Agreement confirmed by Sacombank and Customer.
- b. Customer can proactively download documents or statements in pdf format on Internet Banking channel.
- c. In regard to documents of transactions successfully completed of corporate Customer on Internet Banking & Mobile Banking, Sacombank will provide e-documents signed by digital signature of Sacombank.

## ARTICLE 6: PROCESSING TIME

**6.1** Days off and holidays set for online transaction channels may be different from those at the counter. Therefore, transaction processing time as prescribed in this Article shall be calculated based on Working Days and days off, holidays established in Sacombank's system.

**6.2** Transaction Requests submitted by Customer are not presumed to be recorded and processed by Sacombank. Sacombank shall only process transaction in accordance with regulations of account and this Agreement after system records that it has received valid request from Customer. Debited Transaction Requests of Customer do not mean the beneficiary's account has been credited. Beneficiary's account shall only be credited after Sacombank and the Beneficiary's bank have verified credit conditions in detail and accepted to record the Transaction Request.

**6.3** Cut-off time is the last time that a transaction can be recorded and executed/made during the day. Cut-off time for each type of transaction is different, notified by Sacombank on the Service screen and may change depending on Sacombank's service supply ability.

**6.4** Transaction processing time:

- a. Transaction Request independently processed by Sacombank (payment within Sacombank):
  - For valid Transaction Requests sent to Sacombank before the cut-off time of working day, Sacombank shall attempt to process such Transaction Requests (including accounting on Customer's account) within the day system records Customer's valid Transaction Request.
  - For Future Transaction: Sacombank shall process Customer's Transaction Request at any time of future date as the request of Customer.
  - Depending on Sacombank's regulations for each transaction, valid Transaction Requests sent during or after cut-off time, or on Sacombank's days off, holidays might be refused processing or recorded and processed by the system within the day recording Customer's valid Transaction Request or might be waiting for processing on the next Working Day, but Customer's account might be debited as soon as Sacombank receives a valid Transaction Request.
- b. Transaction Request needs a third party to completely process (payment outside Sacombank's system): The time to credit on beneficiary's account depends on the policies and regulations of beneficiary's bank, transaction processing or transaction management organization.
- c. Transactions of selling foreign currency within Sacombank's system: Customer's Transaction Request shall be sent before Sacombank's cut-off time and these transactions would be validated by Sacombank within the Working Day.

- d. Exception: Transaction processing time is only relative. Depending on the specific situation, Sacombank shall make every effort to accurately meet the transaction processing time, excluding that transaction is not executed/executed slowly due to objective reasons beyond Sacombank's control.
- e. The Effective Date, by default, shall be the date Sacombank completely processes the Transaction Request unless the transaction date is on a day-off or holiday; or after cut-off time, or out of working time of systems, relevant application programs, in such circumstances, transaction's Effective Date shall be the next Working Day or regulated by Sacombank's policies of products and services from time to time.

## ARTICLE 7: RESPONSIBILITY LIMITATION

**7.1** Customer is solely responsible for any risks and cannot request Sacombank to compensate for any indirect/direct suffered damages of Customer arising out of/from the following reasons:

- a. Causes arising from Customer such as: (i) information, Service is used or accessed by any other person who is not Customer; (ii) Leakage, loss, theft of data and Confidential Information arising from the Customer's intentional or unintentional errors (including being exploited or defrauded) in ensuring the safety of Electronic Device, Confidential Information; (iii) Customer does not comply with any regulations on confidentiality in this Agreement, so that other person uses that such Confidential Information to use or access the Service; (iv) any information provided by Customer to Sacombank is incorrect/untruthful/incomplete/not promptly updated; (v) any problems arising from the failure of the Customer's hardware, software, or Electronic Device including system's status, damaged Electronic Device or Electronic Device attacked by a third party or being not compatible, not suitable for Sacombank's system; (vi) Customer fails to promptly notify Sacombank to lock the Service when there is a risk or suspicion of risk; (vii) Customer uses software, documents or follows instructions not provided by Sacombank; (viii) Customer violates other obligations regulated in this Agreement and/or not comply with the instructions and notices of the bank on safety, security and using the Service.
- b. Sacombank has informed the Customer about system errors or the incomplete status of the transaction and Customer needs to contact Sacombank to determine the final status before making the next transaction. Customer's transaction/payment information may not be accurate or final when the transaction has not been completed and transaction information may not be recorded or be recorded at the time being different from initiating transaction (later than real time).
- c. The sending of the message is made by an unauthorized third party who in any way connects their device to the registered phone number of Customer.
- d. Disputes arising between the Customer and the beneficiary when Sacombank has complied with Customer's Transaction Request.
- e. Disputes/claims arising between the Customer and Service Providers, Affiliate Partners about goods and services provided by Service Providers, Affiliate Partners to Customer, which are not within the scope of banking service.
- f. Such situations that Sacombank has suspended, delayed, refused processing transaction or suspended, stopped the Service in accordance with this Agreement and in case Sacombank is unable to cancel or change the processed Transaction Request.
- g. Any interruption, delay, unavailability or any incident occurring during the provision of the Service due to reasons beyond Sacombank's reasonable control, including interruption due to upgrade, repair of service; transmission, internet error or technical

error, interruptions caused by Service Providers and/or Affiliates Partners and/or third parties participating process of transaction.

h. Force majeure events or objective obstacles as regulated by the laws.

- 7.2** In case Sacombank is responsible for paying damages to Customer, Sacombank's liability shall be limited to fixing errors in account and refunding fees and charges collected for such transactions.
- 7.3** For any service in which Sacombank engages as the payment role, including any payment services cooperated with third party to provide services on other payment channels, Sacombank shall only be responsible for any damage or loss of Customer arising from payments caused by subjective errors of Sacombank.
- 7.4** For payment transactions for goods and services, Sacombank is responsible for making payment as Customer's request to Service Providers or Affiliate Partners and supporting Customer in tracing, confirming and resolving issues relating to payment. Ensuring the provision of legal goods and services, the quality of them and the provision of other services, intermediary service shall be the responsibility of the Service Providers, Affiliate Partners. For Customer's issues and complaints not related to Sacombank's payment services, Customer shall contact Service Providers and Affiliate Partners for resolution.
- 7.5** As Customer's request, Customer may be transferred to the website or application providing goods and services of this Service Provider or Affiliate Partner. These websites and applications are independently developed by Service Providers and Affiliate Partners and are not a part or unit of Sacombank's online transaction channels. Sacombank does not control Confidential Information, system technology, transaction software of such organizations, and the cooperation between Sacombank and Affiliate Partners, Service Providers is not an acceptance, endorsement or guarantee of Sacombank for Affiliate Partners, Service Providers as well as their goods and services.

## ARTICLE 8: SERVICE FEE AND INVOICE

### 8.1 Service Fee

- a. Sacombank has the right to collect service fees from Customer and Customer agrees to pay in full and on time according to Sacombank's fee policy.
- b. Tariff (including fee types and fee rates) for the use of the Service and products, services provided via the use of Service and/or relevant services (collectively referred to as "Service Fee") shall be publicly announced by Sacombank via website [www.sacombank.com.vn](http://www.sacombank.com.vn) and/or at the counter. In case of changes in fee types and rates, Sacombank shall publicly announce and notify Customer via website [www.sacombank.com.vn](http://www.sacombank.com.vn) and/or suitable methods regulated in this Agreement at least 01 (one) day before the new tariff takes effect. Customer agrees that the new tariff shall be binding on both parties if Customer continues using the Service after the effectiveness of the new tariff.
- c. Depending on each type of product and service, fees may be collected periodically according to Sacombank's regulations or immediately/after the transaction initiated. Fees are applied during the use of the Service (including the Service suspending time). The fee of Future Transactions shall be applied according to the effective Tariff at the time of transaction validity.
- d. Service fees shall be collected by Sacombank automatically debiting fund from the designated account specified by the Customer or the default fee collection account according to Sacombank's regulation including any arising fees from any third party in relation to transaction and/or due to any refusal for fees payment of beneficiary (in case of fees born by the beneficiary).
- e. For the purpose of fee collection, Customer commits to maintaining sufficient balance on the designated/default fee collection account to fulfill payment obligations with



Sacombank and Customer agrees that Sacombank could actively temporarily block/block and debit on any account of Customer to collect any Service Fees, financial obligations arising in case the balance on the designated/default fee collection account is insufficient to deduct fees.

- f. The collected Service Fees shall not be refunded in case Customer does not use or requests to suspend using the Service.

## 8.2 Invoice

- a. The invoice of fee collecting transactions on Customer's account would be issued in form of electronic by Sacombank (collectively referred to as Electronic invoice). Customer could actively search, view and save Electronic invoice on website: <https://hoadondientu.sacombank.com> or visit to any Sacombank's Transaction Points upon having any requests on converting invoice or need any assistance and registration information to login and search the Electronic invoice.
- b. Invoices of payment utility fees (if any) and goods payment invoice shall be issued under the policy of each Service Provider, Affiliate Partner.

## ARTICLE 9: TRACING AND COMPLAINT

- 9.1 Customer could request for trace requests/complaint via Contact Center with hotline 1800 5858 88 (or any other number notified by Sacombank from time to time) or via any other electronic methods notified by Sacombank or any Transaction Points. The complaint must be in writing and be sent to Sacombank. For the complaint made via electronic methods, if the trace requests/complaint are complicated and risky under Sacombank's regulations (according to consultant's instructions via hotline), Customer shall be responsible for supplementing and sending the trace requests/complaint to Sacombank in the form issued by Sacombank, which is official evidence for Sacombank to resolve the trace requests/complaint.

## 9.2 Tracing/complaint receiving and settling time:

- For current account and card transactions, time limit for Customer to request for tracing/complaint and settling time for such request is regulated by the general terms and conditions of issuance/opening and using Sacombank card/account from time to time.
- For other transactions: If there are no other provisions in the agreements, contracts on the use of products and services between Sacombank and Customer, Customer shall be entitled to complain within 60 days from the date Sacombank processes Customer's Transaction Request. Sacombank is obliged to handle Customer's request for tracing and complaint relating to processed Transaction Requests, settling time is within 30 Working Days from the date of receiving Customer's first request for investigation/complaint.

- 9.3 The handling of request for tracing/complaint related to transactions with criminal factors is the responsibility of competent authorities. For transactions without criminal factors according to the conclusion of competent authorities, within the next 15 Working Days from the date of receiving this conclusion, Sacombank shall discuss with Customer about solution for complaint settlement.

- 9.4 In case complaint settling time expires but Sacombank, Customer and related parties could not reach an agreement and Customer does not agree with the solution for complaint settlement, the dispute settlement shall comply with the law.

- 9.5 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.

## ARTICLE 10: UPDATE AND TERMINATION OF SERVICE

- 10.1** Sacombank may update or adjust the Service; change address, application to access online transaction channels; update the interface; rename the Service; conduct other adjustments, removals related to service features, advanced utilities for Customer and notify Customer via suitable methods according to the provisions of this Agreement. By using the Service, Customer is considered as accepting of such changes.
- 10.2** Customer has the right to request Sacombank to update, modify the registered information relating to the Service including User information, Transaction Limit, designated fee collection account, phone number/email, password received method, Authentication Method update, Customer's information update, approval model, authentication device/software's status, Login Password update, Temporary Login Password reissue... Any update and modification requests are only valid when approved by Sacombank. When sending requests relating to the Service to Sacombank, User, Customer and Customer's legal representatives are obliged to prove their identity and/or provide documents proving their identity as requested by Sacombank.
- 10.3** To ensure safety and confidentiality, Customer acknowledges that some requests related to registration, modification of Service registration shall be required by Sacombank to be performed directly by Customer, the users of Customer without authorized to others. Authorization cases and authorization procedures shall comply with Sacombank's regulations and laws.
- 10.4** Customer can request to suspend or terminate the use of the Service at any time by submitting a request to suspend or terminate the Service to Sacombank according to Sacombank's forms and procedures. Sacombank shall terminate Customer's Service immediately after receiving the Customer's valid request, provided that Customer has fulfilled all financial obligations to Sacombank. During the time of suspending the Service, Customer still has to comply with this Agreement.
- 10.5** Sacombank has right to stop the Service provision in part or in whole without notifying Customer in the following cases:
- a. Customer does not comply with the regulation of this Agreement or does not comply with instructions and notices of Sacombank and (or) regulations of relevant laws.
  - b. Force majeure events or incidents beyond the control of Sacombank occur.
  - c. Individual Customer dies, is declared to have lost/restricted civil act capacity, is declared missing or dead, or the corporate Customer is dissolved, bankrupt, or business license or operation license of corporate Customer is revoked by competent authorities in accordance with the law.
  - d. Customers are prohibited from establishing relationships on the list of embargoes or lists related to anti-money laundering; combating terrorist financing, proliferation of weapons of mass destruction financing.
  - e. Customer fails to meet enough conditions to use the Service as Sacombank's regulation.
  - f. Customer's account(s) is/are closed.
  - g. According to the request of competent authorities or law.

## ARTICLE 11: AMENDMENT AND SUPPLEMENT ARTICLE

- 11.1** Sacombank is entitled to modify and supplement these Terms and Conditions and other Terms and Conditions of products and services provided via the use of the Service at any time but has to notify Customer at least 01 (one) Working Day before the amendment or supplement takes effect by publishing on Sacombank's website [www.sacombank.com.vn](http://www.sacombank.com.vn) or listing at Sacombank's Transaction Points and/or any other method provided under this Agreement. The modifications and supplements shall be binding on Customer if Customer

continues using services after the enforcement of such modifications and supplements. By using Service after the effectiveness of the new Terms and Conditions, Customer fully accepts such modifications and supplements.

- 11.2** In case of disagreement of the amendments, supplements, Customer is entitled to terminate the use of Service.

## **ARTICLE 12: NOTICE**

- 12.1** All notices, acceptances, requests or other communications related to the Service (collectively referred to as "Notices") shall be sent by Sacombank to Customer via one of the following methods: notifications on Service's screen/display; SMS to registered phone number and/or letter (or email) directly to Customer's residence/current address or registered email and/or publishing on website [www.sacombank.com.vn](http://www.sacombank.com.vn) and/or public communications and/or posting at Transaction Points of Sacombank and/or any form in accordance with the laws.
- 12.2** All notices and transaction documents shall be deemed to have been received after being sent by telegraph, after being sent 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 hand delivery or at the time when Sacombank completes publishing or listing on Sacombank's website or Transaction Points

## **ARTICLE 13: IMPLEMENTATION PROVISIONS**

- 13.1** This Agreement is effective from the date Customer confirms on the Service Request until any legal event terminates this Agreement.
- 13.2** The Parties agree that the terms of these Terms and Conditions are independent of each other unless otherwise expressly and accurately referenced to. Should any provisions of these Terms and Conditions be deemed invalid, the performance of other terms shall not be affected. In such case, the parties undertake to use all their efforts to amend them in accordance with the provisions of law for implementation.
- 13.3** Customer confirms to have read, understood and agreed to these Terms and Conditions, undertakes to comply with these Terms and Conditions as well as other agreements with Sacombank relating to each service, product, or transaction that Customer participates in.
- 13.4** This Agreement is governed by the laws of Vietnam.
- 13.5** In case of any dispute arising from the implementation of this Agreement 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 has the full right to choose the competent court location where Sacombank's head office is or Sacombank's branches and transaction offices are to initiate a lawsuit.
- 13.6** The English content in this document will be treated as a translation and used for reference only.