

TERMS AND CONDITIONS OF PAYMENT AUTHORIZATION SERVICE

As effective from: 30/05/2025

These Terms and Conditions herein together with the application/request form or electronic document or data regarding registration or modification of registration for services on the Service Provider's/Sacombank's platform (known as "service request"), constitute an Agreement for Registration and Use of the Payment Authorization Service between Sacombank and Customer (hereinafter referred to as the "Agreement"). By confirming agreement to these Terms and Conditions through signing the physical document or selecting "Agree" on the Service Provider's/Sacombank's platform, the Customer acknowledges that: (i) Sacombank has provided sufficient information about the Agreement, products, services, and the Customer has thoroughly reviewed this information before registration; (ii) Customer has read, clearly understood and agreed to be legally bound by the terms, rights, and obligations set forth in the Terms and Conditions.

ARTICLE 1: DEFINITIONS

- 1.1 Sacombank** means Saigon Thuong Tin Commercial Joint Stock Bank.
- 1.2 Customer** means organization or individual who is the account holder or cardholder opened at Sacombank and registers for Payment Authorization Service.
- 1.3 Transaction Point** means any branch and transaction office of Sacombank within the territory of Vietnam.
- 1.4 Payment Authorization Service ("Service")** means the service that Customer authorizes Sacombank to proactively debit Customer's Payment Designated Account opened at Sacombank to make payment transactions according to intentions registered by Customer at Service Request, including Bill Payment Authorization and Schedule Payment Authorization service.
- 1.5 Bill Payment Authorization** means the Payment Authorization Service for periodic bills registered by Customer, in which bill payment information (amount, payment date) is provided to Sacombank by Service Providers/Affiliate Partners.
- 1.6 Schedule Payment Authorization** means the Payment Authorization Service for the bills under the specific payment schedule registered by Customer.
- 1.7 Payment Schedule** means the time that Customer requests Sacombank to make payment authorization transactions, including:
 - Periodic payment: the payment order of repeated payment date by week/month/year.
 - Payment by specific date: the payment order of a specific payment date and not repeated.
- 1.8 Payment Designated Account** means Customer's current account or credit card at Sacombank which is registered by Customer to deduct money for Payment Authorization Service and relevant charges and fees.
- 1.9 Payment Extension** means Sacombank continuously processes payment authorization transactions in case the balance or limit of Customer's Payment Designated Account is

insufficient to make payment authorization transaction and service fees at the time of transaction process.

- 1.10 Payment Due Alert** is an accompanied service of Payment Authorization Service that Sacombank shall send alert message of bill information or Payment Schedule via SMS/email registered by Customer.
- 1.11 Time of Application** means the effective period that Customer requests Sacombank to provide the Payment Authorization Service for each bill type and specific Payment Schedule.
- 1.12 Transaction Date** means the date and time when the payment authorization transaction which needs to be processed occurs.
- 1.13 Effective Date** means the date and time that the transaction is recorded to Sacombank system.
- 1.14 Working Day** means the actual working day of Sacombank from time to time, excluding weekends, public holidays (including substitute holidays) as prescribed by law, or any other days off as notified by Sacombank from time to time.
- 1.15 Service Provider** means organizations/individuals providing goods, services for payment made via Sacombank payment services or making payment as an intermediary payment service organization of Affiliate Partners.
- 1.16 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.
- 1.17 Beneficiary** means Service Provider/Affiliate Partner (for Bill Payment Authorization) or Payee (for Schedule Payment Authorization).
- 1.18 Sacombank's Website** means Sacombank's official website via the link www.sacombank.com.vn.

ARTICLE 2: REGISTRATION AND USE OF SERVICE

- 2.1** Sacombank provides the Service, products and services accompanying the Service according to the contents registered by Customer in the Service Request and the content in this Terms and Conditions.
- 2.2** Customer commits to fully and accurately provide necessary information as required by Sacombank for Service's registration and use according to agreement with Sacombank and regulations of laws. Customer is obliged to ensure that Customer's information registered at Sacombank is the latest and most accurate information and to immediately notify Sacombank of any changes to the information that the Customer has registered at Sacombank (whether this change arises due to the Customer changing new contact information, ceasing to use telecommunication services, losing the phone or any other reason). Sacombank will provide Services based on the information that the Customer has registered with Sacombank until receiving a notice of change of information from the Customer. The Customer shall be fully responsible for any damages, losses, and liabilities arising from the Customer's failure to notify or submit a valid request for change of information to Sacombank.
- 2.3** In case Customer requests to change information related to Service, Sacombank will update the adjusted information for the Customer within 01 Working Day from the time of receiving a valid Customer's request. All valid change requests must be made in accordance with Sacombank's regulations, procedures and instructions and will only be effective when approved by Sacombank.
- 2.4** The Customer may request to suspend or terminate the use of the Service at any time by sending a request to Sacombank according to Sacombank's form and procedures. Sacombank will suspend/terminate the Customer's use of the Service immediately after receiving the Customer's valid request, provided that the Customer has fulfilled its financial

obligations to Sacombank. During the period of suspension of the Service, the Customer must still comply with the contents of this Contract.

2.5 By registering for Payment Authorization Service, Customer understands that if Customer makes a payment to the Beneficiary by any other payment methods for the same bill/payment, it shall result in a duplicate/overpaid payment, Customer is responsible for contacting the Beneficiary to receive the duplicate/overpaid money back.

2.6 Payment Designated Account:

- a. For Bill Payment Authorization: Customer could register Payment Designated Account by current account or credit card, but credit card is not applicable to financial bill payment.
- b. For Schedule Payment Authorization: Customer could only register Payment Designated Account by current account.
- c. Customer is not allowed to register or use Payment Designated Account or credit card which has been closed, blocked, temporarily locked, suspended in any form.

2.7 Payment Due Alert:

- a. Time to remind the Payment Schedule shall be in accordance with Customer's request as registered, including day-off or holidays.
- b. Payment Due Alert service shall automatically expire when the Agreement expires.
- c. Phone number and email address registered for Payment Due Alert service is the phone number, email address registered by Customer to Sacombank.
- d. By registering Payment Due Alert service, Customer agrees to comply with Terms and Conditions of Alert Service posted at Sacombank's counter and website.

2.8 Payment Extension:

- a. Customer's Payment Extension time includes day off, holidays from the date following the Transaction Date.
- b. For Bill Payment Authorization: system automatically implements the payment until the payment is made.
- c. For Schedule Payment Authorization: Customer can choose one of following options:
 - Non-extension;
 - Extension until the payment is made;
 - Extension under the number of days as registered by Customer within the permitted scope of Sacombank. The specific number of extension days registered by Customer is only valid for one payment period (for Periodic payment). In case the payment order fails to succeed when the number of extension days is exceeded, such payment order shall not be executed again in the next payment period.

2.9 Time of Application:

- a. Sacombank has started providing the Service since: (i) the start date of the "Time of Application" registered by Customer and approved by Sacombank (for Bill Payment Authorization) or (ii) the day following the start date of the "Time of Application" registered by Customer and approved by Sacombank (for Schedule Payment Authorization).
- b. In case Customer registers "Time of Application" for a bill type or a specific Payment Schedule that expires on a specific date, system shall base on the beginning of the registered expiry date to suspend payment authorization of the bill type/specific Payment Schedule at.
- c. In case Customer registers "Time of Application" for a specific bill type or Payment Schedule that expires "until the date of service termination":

- (i) Sacombank shall stop providing Payment Authorization Service for a specific bill type or Payment Schedule when the one of events mentioned at Points b, c, d, e, Clause 11, Article 11 of this Agreement occurs.
- (ii) For Schedule Payment Authorization with Payment Schedule as a specific date, system shall terminate Service by default as follows:
 - If Customer registered "Non-extension", system shall terminate Service by default at specific date of registered Payment Schedule.
 - If Customer registered Extension by the specific number of days, system shall terminate Service by default at the last extension day.
 - If Customer registered Extension "until the payment is made", system shall terminate Service by default at the date on which transaction is successfully made.

2.10 Transaction processing

- a. Sacombank will provide the Service based on the information that Customer has registered with Sacombank until receiving notice of change of information from Customer. Customer will be fully responsible for any damage or losses caused by using the Service with the information that Customer has registered and updated to Sacombank.
- b. In order to process Customer's Bill Payment Authorization, Customer agrees that Sacombank shall process the transaction based on the payment request and payment information (including payment date, amount) received from Service Providers/Affiliate Partners without responsibility for the accuracy or correctness of the request or information. The Service Providers/Affiliate Partners shall be responsible for the accuracy and legal validity of these request and information. In case there are any errors in the request and information provided by Service Providers/Affiliate Partners, Customer shall contact the Service Providers/Affiliate Partners to request an investigation and Sacombank shall support Customer with all efforts to send investigation request to Service Providers/Affiliate Partners but is not responsible for and does not guarantee the payment refund from Service Providers/Affiliate Partners.
- c. Sacombank is entitled to proactively debit the Payment Designated Account to pay the payment authorization transaction amount and service fees, fees related to complaints and disputes in accordance with regulations of Sacombank and laws.
- d. In case of arising superfluous payment, overpayment of balance, credit amount/mistaken credit to the Payment Designated Account (if any), or the amount of Customer's obligation according to the Agreement between Sacombank and Customer, or payment transactions in accordance with the provisions of law or the request/decision of competent authorities, Customer is obliged to refund/pay such amount and agrees that Sacombank is entitled to debit the Payment Designated Account or any other account to refund/pay. In case such accounts balance is insufficient to debit, Customer commits to deposit cash into account to refund/pay.
- e. Customer ensures to maintain sufficient balance on the Payment Designated Account to deduct for payment authorization transaction amount and service fees on Transaction Date. Sacombank shall only debit the Payment Designated Account according to the Service after checking if the available balance or limit of the Payment Designated Account is sufficient to deduct for Payment authorization transaction amount and service fees.
- f. In case at the same time, there are many deductions on the Payment Designated Account (including automatic deductions or payment/refund obligations of Customer as agreement between Sacombank and Customer or as the request of competent authorities), Sacombank's system shall process randomly (not in order of priority) at the time of

transaction processing and Sacombank shall not be liable for any related obligations arising from any incomplete payments.

- g. Depending on each type of transaction and requirements of law, competent authorities and/or Sacombank's regulations, Sacombank could request Customer and Customer agrees to provide and supplement information, relevant document or confirm any details before Sacombank executes the transaction as Customer's request.
- h. Sacombank has the right to delay, suspend, deny or prevent all transactions orders performed or being performed, suspend the Service of Customer in the following cases:
 - (i) Sacombank has evidence or reasonable assessment 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 financing in accordance with the laws.
 - (ii) Sacombank suspects and/or receives notice from a third party about transactions showing signs of violating the laws or has reasonable basis to determine transactions violating the laws, including but not limited to:
 - Transaction in violation of legal provisions related to foreign exchange management; anti-money laundering; combating of 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; virtual currency...);
 - 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...;
 - Transaction could be related to any parties (individuals, organizations, competent authorities) sanctioned due to violation of laws and/or related, directly or indirectly, to any person sanctioned due to violation of laws by the international unions or organizations, or any other laws of relevant countries;
 - Transactions to be directly or indirectly related to illegal revenue sources or used for illegal purposes or acts.
 - (iii) Sacombank requests Customer to provide additional information and/or documents proving lawful transactions before executing the Transaction Order or Customer refuses to provide additional information and/or documents at the request of Sacombank;
 - (iv) Requests and information received by Sacombank from Service Providers/Affiliate Partners and/or Customers are incomplete or inappropriate;
 - (v) Request/Decision of laws or competent authorities;
 - (vi) Transaction related to fraud, forgery and risk, or suspected fraud, forgery;
 - (vii) The interest of Customer/Sacombank/Any third party may be affected;
 - (viii) Sacombank suspends Service to maintain and upgrade the system (according to the plan notified in advance to Customer) or to repair unexpected system errors;
 - (ix) When Sacombank detects that Customer violates any content of these Terms and Conditions or any commitments, agreements or contracts committed or signed with Sacombank, whether or not they relate to the use of the Payment Authorization Service;
 - (x) When balance or available limit on Payment Designated Account is insufficient to deduct transaction amount, fine and fee;

- (xi) Payment Designated Account's status is closed, blocked, temporarily locked, suspended for conducting transactions in any form;
- (xii) Beneficiary's account/card has been closed or no longer exists on the system or blocked/temporarily locked, which shall result in failing to credit;
- (xiii) Cases of force majeure which are beyond the control of Sacombank.

Except for repair and maintenance of system under plans as notified in advance to Customer, Sacombank shall notify Customer within 03 (three) Working Days after postponing, suspending, rejecting, stopping the performance of transactions, or suspending the Service at the latest.

- 2.11** Customer undertakes not to register Payment Authorization Service with a view to performing the transactions violating laws or related to money laundering, terrorist financing, proliferation of weapons of mass destruction.
- 2.12** Sacombank shall give effort to provide information to Customer accurately as recorded in computer system. However, due to technical and system factors and reasons beyond Sacombank's control, information related to transactions and customer account balances provided by Sacombank through the service may not always be the final status of the transaction because there are transactions that have not been completed or adjusted by Sacombank when there are errors or mistakes.
- 2.13** Customer can use the Service 24 hours per day and 7 days per week, including weekends and holidays, except during end-of-day transaction processing times 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.
- 2.14** Customer must regularly check the balances of accounts, transaction statements, and account statements and immediately notify Sacombank at the transaction points or via Sacombank's hotline when any discrepancies, errors, or mistakes in their transactions are detected. Customer agrees to cooperate with Sacombank, Service Providers, and Affiliate Partners to find the cause and handle errors reported by Customer during the use of the Service and to perform all necessary requests to prevent and stop fraudulent and fake transactions.
- 2.15** Sacombank commits to secure, use and provide customer information (including customer identification information, deposit information, customer transactions) according to the Terms and Conditions related to the use of products and services that customers register for, listed by Sacombank at the counter, Sacombank's website and according to the law.
- 2.16** For Customer information that constitutes Personal Data as defined in Decree 13/2023/ND-CP and its amending, supplementing, replacing legal documents from time to time, Customer agrees fully (unconditionally) that Sacombank is allowed to collect and process Personal Data according to the General Terms on Personal Data Protection and Processing ("General Terms") listed at counters, 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.

ARTICLE 3: PROCESSING TIME

3.1 Transaction Date:

- a. For Bill Payment Authorization: Transaction Date is the working day on which Sacombank receives payment request, bill information arising from Service Provider/Affiliate Partner.
- b. For Schedule Payment Authorization: Transaction Date according to the Payment Schedule that Customer has registered.
- c. In case of Payment Extension, Sacombank proactively debits the Payment Designated Account at any time during the Payment Extension period when the Payment Designated Account is sufficient to make transaction.

3.2 Transaction debited on Payment Designated Account shall not mean that the Beneficiary is credited and/or the bill is crossed out. Credit on the Beneficiary's account shall only be made after Sacombank and the beneficiary's bank check details and accept the money transfer and the debt write-off shall be done by the Beneficiary.

3.3 Transaction processing time/debiting on Payment Designated Account (hereinafter referred to as the "Processing Date") is within the Transaction Date provided that the Payment Designated Account is sufficient to make payment authorization transaction and service fees at transaction processing time. Transaction processing time is relative only. In any case, Sacombank shall give effort to meet the exact processing time, unless the order is not executed/executed slowly due to objective reasons, or beyond the control of Sacombank.

3.4 The Effective Date shall be the Processing Date by default unless the Transaction Date is on a day-off or holiday under Sacombank's regulations or the laws or in case the transaction arises after the end of transaction processing day/system's working time/related applications working time, then, transaction's Effective Date is the next working day adjacent to the Processing Date.

3.5 In case the payment needs to be completed by a third party (payment outside Sacombank system): the time to credit the Beneficiary depends on policies/regulations of partner bank and transaction processing or system management organization.

ARTICLE 4: IRREVOCABLE TRANSACTIONS

4.1 Any transaction performed by Sacombank in accordance with Customer's request shall be deemed valid and irrevocable.

4.2 Customer cannot cancel, deny or refuse any transaction performed by Sacombank in accordance with Customer's request. In case Customer would like to cancel transaction, Sacombank shall only consider the request provided that (i) Sacombank system has not recorded and/or processed the transaction as Customer's request, and (ii) the transaction cancellation does not affect the interest of Sacombank or any third parties.

ARTICLE 5: LIMITATION OF LIABILITY

Customer must be solely responsible and may not claim compensation from Sacombank for any direct or indirect damages of Customer arising from or relating to:

5.1 The payment under the service is mistaken, erroneous, duplicated, overpaid during the payment process due to the fault of Customer or Service Providers/Affiliate Partners, including but not limited to the following cases: (i) Customer uses other payment methods without requesting for suspension, termination of Payment Authorization Service and Sacombank continues to pay for transactions in accordance with Customer's request; (ii)

There are any errors in the request, information provided by Customer or Service Providers/Affiliate Partners.

- 5.2** Disputes and complaints arising between Customer and Service Providers/Affiliate Partners about the quality of goods and services provided to Customer by Service Providers/Affiliate Partners, which are not within the scope of bank's services.
- 5.3** The fact that Sacombank has informed Customer about the incomplete status of the transaction and Customer needs to contact Sacombank to determine the final status before performing the next transactions.
- 5.4** Cases where Sacombank has refused or delayed performing transactions or suspended or stopped the Service and cases where Sacombank cannot cancel or modify the handled transactions in accordance with the provisions of this Agreement.
- 5.5** Reasons beyond Sacombank's control resulting to the inability to fulfill the payment authorization request of Customer including: interruption, delay, unavailability or any incidents (circuit breakage, power outages, etc.) occurring in the process of providing services, including interruptions for upgrading, repairing system; transmission line error of Internet service provider; interruption due to Service Providers/Affiliate Partners.
- 5.6** Force majeure events (events that occur in an objective, unpredictable and irreversible way such as natural disasters, strikes, terrorism, wars ... in spite of the application of all necessary procedures and permissibility) as required by law or at the request, instruction of the competent State agencies or objective obstacles (which are obstacles caused by objective circumstances under which Sacombank cannot know about its legal rights and interests infringed upon or cannot exercise its civil rights or obligations).

ARTICLE 6: FORCE MAJEURE

- 6.1** A force majeure event is an event that occurs objectively, which the parties cannot foresee, cannot overcome, and is beyond the control of the parties despite taking all necessary measures, including but not limited to the following cases:
 - Natural disasters, natural catastrophes, fires, epidemics, wars, terrorism, riots, protests, strikes, and government restrictions, interventions by competent state agencies, changes in policies according to legal regulations.
 - Decisions and requests from competent state agencies and international organizations related to anti-money laundering, anti-terrorism financing, anti-proliferation of weapons of mass destruction, compliance with embargoes/sanctions, anti-fraud, etc.
 - Any payment processing centers or markets experiencing incidents or transaction suspensions.
 - Unexpected transmission, power, network, equipment failures, viruses, technical errors, service interruptions from the Service Providers to Sacombank, etc. beyond Sacombank's control.
- 6.2** When a force majeure event occurs, the parties will temporarily suspend the execution of the Contract, and Sacombank will notify Customer by one of the communication methods outlined in the Contract. This suspension will not be considered a breach by Sacombank and will not incur any liability for compensation by Sacombank to Customer or any third party. After the force majeure event ends, the parties will resume the execution of the Agreement as originally agreed.

ARTICLE 7: DOCUMENTS AND INVOICE

- 7.1** Materials and Documents involving Payment Authorization Service 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.

- 7.2** The invoice of fees for charge on Customer's account will be issued electronically (collectively referred to as Electronic Invoice). Customer can search, view and save Electronic Invoice at <https://hoadondientu.sacombank.com> or come to any Sacombank's Transaction Points to convert invoice or registration information to login and find the Electronic Invoice.
- 7.3** The invoice of utility payment (if any) and the invoice of goods and services payment shall be issued according to the policies of each Beneficiary.

ARTICLE 8: SERVICE FEE

- 8.1** Tariff (including fee types and fee rates) for using Payment Authorization Service, relevant services (if any) according to tariff publicly announced by Sacombank via its website and/or Transaction Points from time to time. In case of changes in fee types and rates, Sacombank shall notify and post publicly at Sacombank website and/or notify Customer under methods provided under this Agreement at least 01 (one) day before effectiveness of the new tariff. The new tariff shall be binding on both parties if Customer continues using Service after the effectiveness of the new tariff.
- 8.2** Service fees are collected from the effective date of the Agreement by that Sacombank automatically deducts money from the Payment Designated Account. Periodic fees shall be collected during the service usage period (including service suspension period).
- 8.3** Service fees that have been collected shall not be refunded in case Customer terminates the use of Service before expiration.
- 8.4** In case Customer's Payment Designated Account balance is insufficient for service fees and relevant fees (including fees relating to disputes according to Sacombank's regulations and laws), Sacombank has the right (but not the obligation) to debit the Customer's other accounts opened at Sacombank.
- 8.5** Customer undertakes to pay arising fee per month to Sacombank within a maximum of 28 days from the 1st date of the following month and ensures that the Payment Designated Account balance is sufficient to automatically deduct fees within this period. After such time limit, if the payment has not been made, Sacombank has the right to suspend or stop providing Payment Authorization Service and to collect the unpaid fees previously on any other accounts of Customer opened at Sacombank at any time.

ARTICLE 9: TRACING AND COMPLAINT

- 9.1** Customer needs to proactively check account balances, account statement and immediately notify Sacombank when detecting any discrepancies, incorrect, mistakes.
- 9.2** Procedure and time to settle trace requests/complaint about errors and violations (if any) arising while using the Service is regulated by the Agreement of Opening and Using Current Account, the Agreement of Issuance and Using Card between Sacombank and Customer, Agreement between Sacombank and Service Providers/Affiliate Partners, the current regulations of Sacombank and laws.
- 9.3** Sacombank shall refund Customer the value of the correct complaint transaction. In case Customer makes a false complaint, Customer shall bear the relevant fees in accordance with the current regulations of Sacombank. In other special cases, Sacombank shall notify Customer in detail.

ARTICLE 10: AMENDMENT AND SUPPLEMENT TO TERMS

- 10.1** Sacombank is entitled to modify and supplement these Terms and Conditions but has to notify Customer at least 01 (one) Working Day before the amendment or supplement takes effect by publishing on Sacombank's website 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.

10.2 In case of disagreement, Customer is entitled to terminate the use of Service.

ARTICLE 11: NOTICE

11.1 Unless otherwise agreed, all notices, requests, documents or other communications relating to the Service (collectively, “notices”) that Sacombank and/or a government agency in the course of performing this Agreement or dispute resolution are sent by Sacombank in one of the following methods: notification on screen, Application interface; SMS to the phone number registered by Customer; sending a letter (or email) directly to the registered/current residence address or email address registered by Customer with Sacombank; published on Sacombank's website; announcements in the mass media channels; listed at Sacombank's Transaction Points or any other methods in accordance with the laws.

11.2 All notices are deemed to have been received at the time the notice is sent by telegram, sent to the correct email address, texted to the correct phone number, certified by the post office where it is sent, or at the time of , relatives (same place of residence) or employees of Customer confirm if directly sent, or at the time when Sacombank completes posting and listing on Sacombank's website and Transaction Points.

ARTICLE 12: IMPLEMENTATION PROVISIONS

12.1 These Terms and Conditions shall be effective from the date Customer signs/confirms on Service Request and terminate in whole/in part when one of the following cases occurs (whichever comes first):

- a. At the end of the “Time of Application” for part or the whole of all specific bill types/Payment Schedules registered;
- b. Anytime Customer sends notice of termination of the Service in part or whole (Request of termination in part or the whole of all specific bill types/Payment Schedules registered) to Sacombank according to form and procedure regulated by Sacombank. Sacombank shall stop providing the Service within the working day after receiving Customer's valid request provided that Customer fulfills all financial obligations to Sacombank;
- c. Sacombank has right to terminate the Service in part or in whole provided in case: (i) Payment Designated Account's status is closed or payment designated card's status is terminated/liquidated; or (ii) Customer violates any terms in this Agreement or any contracts, commitments with Sacombank; or (iii) there is an event relating to forgery and risk; (iv) The interest of Customer/Sacombank/any third party may be affected, damaged according to Sacombank's judgment; (v) Customer does not meet the conditions to use the Service;
- d. Termination according to the request of competent authorities;
- e. Other legal events as required by law that results in termination of the Agreement.

12.2 The Parties agree that the terms of this Agreement are independent of each other. The invalidity of one of the provisions of this Agreement will not affect the enforcement of the other provisions.

12.3 These terms and conditions are governed by the laws of Vietnam.

12.4 If there is any dispute arising from the registration and use of the Service between Customer and Sacombank, such dispute will first be resolved through negotiation and conciliation. In case of unsuccessful negotiation or conciliation, either Party has the right to bring the dispute to a competent court in Vietnam for resolution. Sacombank has the full right to choose the People's Court where Sacombank's headquarters is located or where Sacombank's branches or transaction offices are located to file a lawsuit.

12.5 The English content in this document will be treated as a translation and used for reference only.