

# TERM AND CONDITIONS OF SACOMBANK PAY SERVICES

### Effective from 31 December, 2024

The below Terms and Conditions along with the application/registration paper/request form or electronic document or data regarding the registration, and change of registration for Sacombank Pay Services ("Service Request"), constitute a contract for using the Sacombank Pay Services between Sacombank and Customer ("Agreement"). By downloading and verifying the registration for Sacombank Pay using the Customer's registered mobile number, Customer acknowledges that they have been fully provided with, have read, understood, and accepted to be bound by the rights and obligations under this Agreement; and agree to the issuance of a prepaid card at Sacombank according to Sacombank's publicly listed terms and conditions for the issuance and use of the prepaid cards.

#### **ARTICLE 1: DEFINITIONS**

- **1.1 Sacombank** means Saigon Thuong Tin Commercial Joint Stock Bank.
- **1.2 Customer** or **User** means an individual who downloads, registers, and accesses the Sacombank Pay Application.
- **1.3 Transaction point** means Sacombank's branch and transaction office within Vietnam.
- **1.4 Sacombank Pay Service ("Service")** means an online transaction channel provided by Sacombank through the Sacombank Pay application for Customer to use banking products and services, along with other features and utilities via electronic devices with internet connectivity.
- **1.5 Electronic Device** means devices that operate based on information technology, electrical, electronic, digital, magnetic, wireless transmission, optical, electromagnetic, or similar technology (such as phones, computers, tablets, etc.).
- **1.6 Username (User ID)** means the phone number registered by Customer to identify Customer when accessing and using the Service.
- **1.7 Login Password** means a sequence of characters set and memorized by Customer, used to authenticate Customer when accessing the Service.
- 1.8 Sacombank Pay Account means the account used to log in and use the Service, including Username and Login Password to identify Customer when accessing and using the Service. This includes Unidentified Sacombank Pay Accounts and Identified Sacombank Pay Accounts.
- **1.9 Unidentified Sacombank Pay Account** means a registered Sacombank Pay Account that has not been identified. User can only use to look up information on products, services, and promotional programs of Sacombank without performing financial transactions.
- **1.10 Identified Sacombank Pay Account** means a Sacombank Pay Account that has been identified through electronic methods or at a counter as per Sacombank's regulations at different times.
- 1.11 Sacombank Pay Prepaid Card means a non-physical prepaid card issued by



Sacombank to the User after successfully registering a Sacombank Pay Account. The Sacombank Pay Prepaid Card cannot be converted into a physical prepaid card, and its maximum balance and transaction limit depend on the type of Sacombank Pay Account. Specifically:

- Unidentified Sacombank Pay Account: issuing an Unidentified Sacombank
   Pay Prepaid Card.
- Identified Sacombank Pay Account: issuing an Identified Sacombank Pay Prepaid Card.
- **1.12 Authentication Method** means the method of authenticating Customer when accessing and/or performing transactions on the online transaction channel provided by Sacombank, in accordance with legal regulations. The authentication methods provided by Sacombank at different times depend on the type of product; service; transaction limit; access authentication; or transaction authentication, namely Username, Login Password, biometrics collected and stored by the bank checked with the data in the Citizen ID chip issued by the Ministry of Public Security; SMS OTP, mSign, Smart OTP, etc...
- 1.13 Confidential Information means Username; Login Password; Authentication Codes; biometric identifiers; authentication information when accessing and using authentication software, authentication devices, Electronic Devices that Customer uses to access and use the Service and Authentication Methods (such as Electronic Devices installed with authentication software or connected phone numbers receiving SMS OTP); Customer's phone number, email of Customer; any other Customer's identification, authentication factors regulated by Sacombank from time to time or any other factors or information registered by Customer with Sacombank or provided by Sacombank during the use of the Service.
- **1.14 Transaction Request** means any request or instruction from Customer created, sent, received and processed through using the Service.
- **1.15 Statement** means the detailed list of transactions and the arising charges in relation to using account(s) during a specific period .
- **1.16 Transaction Limit** means the maximum cumulative amount allowed for Customer to make transaction within a specific time on the Sacombank Pay application as regulated by Sacombank from time to time, including:
  - a. **Daily/Monthly Limit** means the total maximum cumulative transaction amount Customer is allowed to perform in a day/month on the Sacombank Pay application, excluding fees, online deposits, online loan transactions, foreign exchange transactions, and other transactions as notified by Sacombank from time to time.
  - b. **Entry Limit** means the maximum cumulative amount per transaction allowed for Customer to make one transaction on the Sacombank Pay application, excluding fees, online deposits, online loan transactions, foreign exchange transactions, and other transactions as notified by Sacombank from time to time. The Entry Limit must be equal to or less than Customer's Daily Transaction Limit.
- **1.17 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.

- **1.18 Effective day** means the date and time that the transaction is recorded to Sacombank system.
- **1.19 Affiliate Partners** means a third party working as an intermediary between Sacombank and the Service Provider, collaborating with Sacombank in implementing payment services for Customers and Service Provider.
- **1.20 Service Provider** means organizations or individuals providing goods and 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 needs to download the Sacombank Pay application and register a Sacombank Pay Account, which includes a Username and a Login Password (set according to the structure guided by Sacombank). 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 the use of the Service, Customer must periodically change the Login Password as required by Sacombank and/or change it yourselves to ensure safety and security. Customer should not choose a Login Password that is personal, easy to guess, and previously used, such as birth dates, identity document numbers, names, license plates, or consecutive or identical natural numbers.
- 2.2 In the following cases: (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 lock Customer's access to the Service and/or lock the use of Customer's Authentication Method to ensure information safety and prevent financial risks for Customer until Customer requests to unlock the Service and the Authentication Method to continue using the Service.
- 2.3 The requests including provision of information about the Username, re-activation of the Service, unlock the Service, update authentication status (including locking, unlocking, synchronizing, reactivating the authentication device, authentication software, and authentication method), changing the Authentication Method, must be carried out according to the regulations and guidelines of Sacombank from time to time.
- **2.4** Depending on the service, product, or transaction participated by Customer on online transaction channels, one or more Confidential Information elements will be used by Sacombank to authenticate Customer based on the Authentication Method regulated

by Sacombank for that service, product, or transaction, and in compliance with relevant law.

- 2.5 Customer undertakes to ensure the safety and security of Confidential Information, maintain authentication devices, Electronic Devices using for accessing and using the Service, and Authentication Methods, conduct all necessary methods in the highest priority to prevent the information, devices against illegal using and to ensure only Customer has the right to access and use the Service. For this purpose, Customer commits:
  - a. To complying with Sacombank's instructions, notices and warnings on safety and security when using the Service .
  - b. Not to never writing down, recording, or disclosing in any form, whether intentionally or unintentionally, the Security Information to anyone, anywhere, at any time. Sacombank advises Customer not to save login information in any software or web browser that can store it automatically.
  - c. 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.
  - d. To installing and regularly updating anti-virus programs on personal Electronic Device to ensure correct and up-to-date application versions.
  - e. Not to installing harmful software on the Electronic Device used to access and use the Service and Authentication Methods .
  - f. 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 been 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.
  - I. 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.
- 2.6 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 should immediately change the Login Password and notify the Sacombank Customer Service Center as quickly as possible at 1800 5858 88 (or any given number provided by Sacombank from time to time) or directly contact Sacombank Transaction Points for processing. Customer agrees that the communication process with Sacombank may be recorded and agrees to confirm in writing any details of the incident, complying with all requests and instructions from Sacombank, including immediately changing the Login Password and agreeing to Sacombank locking access to the Service and the Authentication Method to limit damage and loss for Customer. Until Sacombank locks access, Customer remains responsible for the use of the Service (including transactions by unauthorized persons).
- **2.7** Sacombank is responsible for protecting Customer's Confidential Information and ensuring the safety, security, and risk management of Sacombank's system in compliance with relevant legal regulations.
- 2.8 Customer agrees that if Customer uses any third-party software or application to log in and use Sacombank's Service, information about Customer, accounts, transactions, and Confidential Information provided by Customer on these software or applications 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 the third party and that the use and storage of this information, as well as the resolving relevant disputes shall comply with the agreement between Customer and that third party and such disputes shall not be related to Sacombank. In cases where Sacombank provides services through third parties with whom Sacombank has signed a contract, Sacombank will receive and handle or forward the Customer's complaints to the third party for resolution and will respond to the Customer with the results of the complaint resolution.

### 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 to use the Service and during the use of products, services, features, and utilities provided 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. For



Customer establishing a relationship with Sacombank for the first time and is identified through electronic means, Customer commits:

- a. No signs of connection to the United States (according to the FATCA Act).
- b. Not participating as a "Trustee" in any Legal Agreement (as per anti-money laundering laws).
- c. Having only Vietnamese nationality and being a resident; if having additional nationalities, the User will declare at legal transaction points within Sacombank's network (transaction counters).
- d. Being the actual owner and controlling the account/card in case of opening an account/card on Sacombank Pay, with no information about the beneficial owner.
- 3.2 Customer agrees that Sacombank collects Customer information from sources provided by Customer and/or compiled by Sacombank during the use of services on Sacombank 's transaction channels and/or from Sacombank's partners to implement products and services for Customer and/or other public, legal sources of Customer information in accordance with the laws, including but not limited to the following information: Customer's personal information and related persons' information (full name, date of birth, place of birth, nationality, occupation, position, phone number, identification number, date of issue, place of issue, permanent address and current residence, workplace name, workplace address, gender, etc.), Customer's account/balance information, Customer's transactions, Customer's use of Sacombank's products and services, information automatically collected when the User uses the Service such as IP address, device ID, device type, operating system, browser type, connection date and time, cookie(s), history of operations, and other technical information (collectively referred to as "Customer Information").
- **3.3** Sacombank is responsible for keeping Customer Information confidential in accordance with the laws and commits not to selling, disclosing, or leaking Customer Information to third parties without Customer's consent, except for providing information according to legal regulations.
- **3.4** Customer agrees that Sacombank is allowed to use Customer Information for the following purposes:
  - 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; data entry, checking, and validating Customer transactions at Sacombank; executing Customer requests; providing products and services; executing the rights and obligations of Sacombank according to the provisions of the agreement(s) with Customer; using as 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, finance, 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 or illegal or suspectedly illegal transactions.
- 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. Competent state authorities as required by law;
  - c. Third parties including: (i) Sacombank's internal or external accountants, auditors, professional advisors, lawyers, financial advisors, notaries, rating agencies; or (ii) Sacombank's employees and/or agents or subcontractors, Service Providers, Affiliate Partners, consultants, organizations processing transactions for Customer, whether established and operating in Vietnam or not; and/or other third parties contracted with Sacombank. Third parties must commit to complying with confidentiality regulations similar to those 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 stipulated in Clause 3.5 of this Article, Sacombank ensures that the provided information are accurate according to Customer's information stored at Sacombank during registration and/or use of the Service, execution of transactions, and within the necessary scope to fulfill the purposes stated in Clause 3.4 of this Article.
- **3.7** Information archiving will be conducted for the necessary duration to complete the purposes specified in Clause 3.4 of this Article, contracts, agreements, and other documents with Customer, unless longer storage is allowed or required by law from time to time.
- 3.8 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 <a href="https://www.sacombank.com.vn">https://www.sacombank.com.vn</a>. In case of limiting data processing in 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.
- 3.9 Customer is responsible for ensuring that the phone number and email address registered to use the Service (including the phone number and email to receive login passwords, authentication codes, other authentication factors, etc.) are Customer's main, owned by Customer, active, and only Customer has legal access and use of these during the Service period. They are also responsible for any claims or disputes arising when this information is not owned by them. Customer agrees to receive information about products, services, and promotional programs ("advertisements") from Sacombank through this phone number and email. If Customer wants to opt out of receiving advertisements, they will respond according to Sacombank's instructions in the advertisement message or email.
- 3.10 Customer commits to ensuring that the biometric data linked to the electronic Device or biometric data registered with Sacombank for accessing and using the Service and Authentication Methods belong to the User themselves, and will only use their biometric data for authentication when accessing and using the Service and Authentication Methods. Customer will not store, register, or use another person's biometric data and will not attempt/intentionally perform any fraudulent or unlawful actions from registration and use of biometric data registration with Sacombank. The biometric data registered by Customer will be stored and used by Sacombank to compare and verify with Customer's data at the time of new registration and/or using Sacombank's products and services or when Customer changes devices to access and use the Service/change login passwords, to limit fraudulent activities, impersonation, and for the purposes stated in Clause 3.4 of this Article. The acceptable biometric matching rate will be as per Sacombank's regulations at the time of checking.
- **3.11** Customer is obligated to ensure that their information at Sacombank is the most upto-date and accurate and to immediately notify Sacombank of any changes to the information registered with Sacombank, including but not limited to the registered email address, phone number, and/or send related documents to the changing information (if any) to Sacombank. When requesting a change in Customer information such as phone number, email, etc., Customer understands that this change will affect the use of this information in the Service and products, services, features, and utilities on the Service.
- **3.12** Sacombank will provide the Service based on the information registered by Customer with Sacombank until a request for information change is received from Customer. Customer is fully responsible for all damages and losses arising from the use of accounts, and the Services with the registered, updated information with Sacombank.
- 3.13 When registering/updating biometric data with Sacombank based on comparing data in the citizen ID card chip, if Customer's existing information at Sacombank differs from the information in the chip-mounted citizen ID card provided by Customer, by agreeing to register biometric information at Sacombank, Customer simultaneously agrees to allow Sacombank to collect and update Customer's information at Sacombank according to the information of the chip-mounted citizen ID card provided by Customer at the time of biometric registration/update. In case Customer transacts at the counter,



Customer commits to follow Sacombank's instructions for information updates (if any) before conducting counter transactions. For information that is insufficient to verify authenticity, based on the documents provided by Customer, Sacombank may not update and may require Customer to provide proof documents before deciding to update the information.

#### ARTICLE 4. ACCESS AND USE OF THE SERVICE

- **4.1** By registering for the Service, Customer acknowledges that Sacombank has fully advised, guided and explained the terms, usage methods and risks and accepts any risks arising from the use of Service.
- **4.2** Customer commits to complying with the registration procedures, modifications, additions, use of the Service, transaction procedures, and regulations as guided by Sacombank.
- 4.3 Scope of Service Provision and Transaction Limits
  - a. The scope of the Service provision (including products, services, features, and utilities implemented) is determined and notified to Customer by Sacombank from time to time. Joint Current Accounts, joint savings deposits, and joint term deposits cannot be registered to access and use the Service unless otherwise agreed between Customer and Sacombank.
  - b. Customer's transaction limit is defined according to the identification level and method of the Sacombank Pay Account and in compliance with legal regulations. Transaction requests must fall within Customer's transaction limit as well as the usage limit of each Sacombank products or services (cards, current accounts, etc.) and the limit corresponding to each specific authentication method and transaction channel.
  - c. Sacombank reserves the right to determine the scope of transactions within Customer's transaction limit and the limit value for certain transactions performed through the Service. The transaction scope and transaction limit will be notified to Customer by Sacombank via the notification methods specified in this Agreement or on the Service screen when Customer performs transactions.
  - d. Customer can directly visit any Sacombank's Transaction Points or proactively update their transaction limits on Sacombank Pay Application in accordance with Sacombank's regulations in each period. By completing biometric verification and confirming through an Authentication Method, Customer agrees to the transaction limit update request on Sacombank Pay and accept full responsibility for all related transactions.
- **4.4** 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. 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 technical factors, the system, and causes beyond Sacombank's control, information related to transactions and account balances provided by Sacombank through the Service may not always reflect the final state of transactions due to transactions not yet fully processed or adjustments made in case of errors or mistakes.
- **4.10** 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.
- **4.11** Customer commits not to performing and ensureing that Users do not perform the following prohibited acts:
  - Interfering, deleting, damaging, or altering software, electronic data, or unauthorized blocking of data transmission, distorting information of computer networks, telecommunications networks, electronic means, or Sacombank's systems.



- b. Having other acts of obstructing or disrupting the operation of computer networks, telecommunications networks, electronic methods or Sacombank's system.
- c. Illegally attacking, disabling, and nullifying network information security measures of the information system, taking control, destroying Sacombank's information system, interfering with the operational functions of electronic means; stealing, altering, destroying, falsifying data, or using the Service unlawfully, including deliberately bypassing warnings, access codes, firewalls, using system administration rights, or by other methods illegally infiltrating computer networks, telecommunications networks, or electronic means, 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 in, or using any account that does not belong to them.
- g. Copying or creating any copies of Sacombank's application, software, or website.

# ARTICLE 5. TRANSACTION REQUESTS AND PROCESSING

### **5.1** Transaction Requests

- a. Transaction Requests made through the Service are considered valid when the following conditions are met:
  - The request content is within the scope of the Service provision, the transaction value is within the transaction limit specified in point b, clause 4.3, Article 4 of the Agreement, and the available balance of the account or card.
  - It is created with accurate and complete information and complies with Sacombank's regulations on products and services.
  - Sacombank's system checks and confirms the system login information (including Login Name, Login Password) and the elements used by Sacombank to authenticate Customer (such as Authentication Code, biometrics...) as accurate.
- b. Customer agrees that logging into the Service with the Login Name, Login Password, and/or using the authentication methods as prescribed by Sacombank to confirm the transaction holds legal value to prove Customer's consent and approval for the transaction request sent to Sacombank.
- c. Customer understands that any errors or mistakes in entering and checking the details in the Transaction Request may result in money being transferred to the wrong account, the wrong amount and currency, incorrect debiting, unexecuted requests, or duplicate transactions. Therefore, Customer is responsible for carefully preparing the Transaction Request, checking transaction information and invoices (including invoice code, payment code, amount, recipient information, payment time, etc.) on the Service screen before sending the Transaction Request to Sacombank, and is fully responsible for the accuracy, validity, and legality of the



- transactions they perform through online transaction channels, resolving disputes arising between Customer and the beneficiary, Service Provider/Affiliate Partner, as well as any losses or damages incurred (if any) due to Customer errors.
- 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. Customer understands that the use of the Service is an online transaction method, and Sacombank has the right but is not obligated to apply other measures to prove that these transactions were created by Customer beyond verifying the correct Login Name, Login Password, and/or the transaction authentication factors used by Customer. Sacombank cannot and is not required to determine that this information must be created and/or accepted by Customer themselves, therefore Customer clearly understands and accepts that any action accessing and using the Service with the correct Login Name, Login Password, and/or a combination of authentication methods provided by Sacombank for Customer and other confidential information to perform transactions will be considered as performed solely by Customer, and Customer will be responsible for all transactions conducted through online transaction channels as well as the associated risks during the effective period of the 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.
- f. When initiating Transaction Requests via online transaction channels, Customer shall comply with all regulations regarding foreign exchange control; anti-money laundering, counter-terrorism financing, financing the proliferation of weapons of mass destruction; and Sacombank's regulations, Vietnamese laws, international practices, and is responsible before the laws for the content, nature of the transactions, and ensures that the transaction purpose is legal, transparent, and not related to crime.
- g. 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 law and purposes 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 laws.

#### **5.2** Transaction Processing

- a. Sacombank only processes transactions when its system records a valid transaction request from Customer.
- 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.
- 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.
- Sacombank has the right to delay, suspend, refuse to process transactions, or suspend the Service in the following cases:
  - Sacombank detects any risk, discrepancy, or abnormal sign between Customer's identification information and Customer's biometric factors during identification, between Customer's declared information and the information stored by Sacombank or verified third parties, or the national population database, or information integrated with Customer's electronic identification account, or other legal data sources.
  - Sacombank receives complaints from the Sacombank Pay account holder about not registering or using Sacombank Pay.
  - Sacombank has evidence or makes a reasonable assessment that the transaction shows signs of money laundering or is related to entities warned/banned from transactions, or aims to launder money, finance terrorism, or finance the proliferation of weapons of mass destruction according to the law;
  - Sacombank suspects or receives notification from a third party (including competent state authorities) about a transaction showing signs of legal violations or has evidence or makes an assessment based on Sacombank's risk criteria that the transaction or Customer, has signs of fraud, forgery, or uses the account for illegal purposes, including but not limited to:
    - + Customer using identification documents with signs of forgery/non-authorized, or opening accounts on behalf of others; renting, lending, buying/selling accounts in any form, or cases related to fraud, forgery, and risk, or suspected fraud, forgery;
    - + Transactions violating foreign exchange management laws;
    - + Transaction information (recipient information, sender information, description content, etc.) showing signs of payment, transferring money for illegal purposes such as payment for goods, services prohibited by law; services in conditional business sectors such as banking activities without a license/meeting legal conditions; black credit; fraudulent loans; phone or online fraud; virtual currency; fraud, forgery...);



- + 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 requests Customer to provide additional information and/or relevant supporting documents before executing the Transaction Request, or Customer refuses to provide additional information and/or documents as requested by Sacombank;
- Requests, information received by Sacombank from the Service Providers/Partners and/or Customer are incomplete, inconsistent, or Service Providers/Partners do not allow electronic payment;
- As decided, required by law, or by competent state authorities;
- When the interests of Customer/Sacombank/third parties may be jeopardized;
- Sacombank, Service Providers/Partners temporarily suspend the Service for system maintenance, upgrade (with prior notice to Customer), or sudden system error repair;
- When detecting that Customer violates any content of this Agreement or any commitment, agreement, or contract signed with Sacombank, whether related or unrelated to the use of the Service;
- Transaction Requests made by Customer are invalid, including but not limited to (i) insufficient account balance to pay transaction value, fines, and fees, or transactions exceed the Service usage scope, transaction limit, product/service usage limit; (ii) Transaction Request content is incomplete and inaccurate as prescribed by law and Sacombank's regulations; (iii) incorrect identification/authentication/security/safety factors as per regulations; (iv) account/card status of Customer, recipient is closed, frozen, temporarily locked, suspended from transactions leading to inability to execute Customer's request; (v) Customer does not follow Sacombank's instructions (if any);
- Customer does not meet the conditions to use the Service;
- Cases where Sacombank locks the Service as per the Agreement;
- Force majeure events beyond Sacombank's control.
- Except for delays, suspensions, refusals to process transactions, or service suspensions for system maintenance, as previously notified to Customer, in other cases, Sacombank will notify Customer no later than 03 (three) Working Days after delaying, suspending, or refusing to process the transaction.

- f. Sacombank does not accept the cancellation of Transaction Requests that Customer has successfully executed. Customer will contact the Service Providers/ Affiliate partners or the recipient to request investigation/return, and Sacombank will assist Customer in sending the investigation/return request to the Service Providers/ Affiliate Partners or the recipient, but does not guarantee the paid amounts will be refunded. The return of the value of successfully executed transactions completely depends on the Service providers'/Partners' and recipients' discretion.
- g. Sacombank may consider Customer's request to cancel or modify successfully created and sent Transaction Requests with the conditions (i) the cancellation/modification request is sent to Sacombank immediately after Customer executes the transaction, (ii) Sacombank has not recorded and/or processed the transaction in its system as per Customer's request, and (iii) the cancellation/modification does not affect Sacombank's or any third party's interests. Transaction cancellation/modification based on Customer's request is entirely subject to Sacombank's consideration and approval. In this case, Sacombank commits to maximum effort to support Customer but does not bear responsibility if the cancellation/modification cannot be executed for any reason.
- h. This feature allows Customer to pay for their loans (including loan principal and/or interest before due, overdue):
  - Loan repayment currency (including principal, interest, fees, penalties): VND
  - Early payment: transactions made before the agreed date in the credit agreement signed between Sacombank and Customer.
  - Late/overdue payment: transactions made after the agreed date in the credit agreement signed between Sacombank and Customer.
  - Early settlement: transactions to fully pay the principal, interest, fees, penalties of the loan before the due date of the credit agreement signed between Sacombank and Customer, terminating Customer's debt obligation to Sacombank. Customer cannot settle early on the day the loan agreement is opened.
  - Customer can only make early payments for scheduled principal repayments but not for equally distributed loan agreements.
  - Customer must comply with regulations on repayment of principal, loan interest; order of principal and loan interest recovery; early repayment; restructuring of repayment terms; applicable interest rates; fees (including early repayment fees) and penalties according to the credit agreements signed with Sacombank and legal regulations in force. Fees and penalties are displayed on the Service screen during payment.
- 5.3 Documents related to providing and using the Service and/or transactions between Sacombank and Customer, as well as records confirmed and stored by Sacombank, will serve as evidence of the transaction between Customer and Sacombank. These evidences have the full legal value of an Agreement agreed and confirmed by Sacombank and Customer.



#### ARTICLE 6. TRANSACTION 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 sent by Customer do not mean that the transactions have been recorded and processed by Sacombank. Sacombank only processes transactions according to the account regulations and as stipulated in this Agreement after the system has received a valid transaction request from Customer. Transaction Requests that are debited do not mean the beneficiary has been credited. The beneficiary will only be credited after Sacombank and the beneficiary's bank check and accept the transaction order conditions.
- **6.3** Cut-off time is the last time a transaction can be accounted for and transferred/executed on 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 provision capabilities.
- **6.4** Transaction Request 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 Days, Sacombank shall attempt to process such Transaction Requests (including accounting on Customer's account) within the day system records Customer's valid Transaction Request.
    - 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 Days.
  - d. Exceptions: The transaction processing time is relative. Depending on actual circumstances, Sacombank will strive to meet the exact processing time, except for delays or non-execution 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. LIMITATION OF LIABILITY

- **7.1** Customer assumes all risks and direct or indirect damages arising from or due to the following reasons:
  - a. Causes arising from Customer such as: (i) use or access to information or Service by someone other than Customer; (ii) data leaks, loss, or theft of confidential information due to Customer's intentional or unintentional fault, including being exploited or scammed; (iii) failure to comply with information security regulations in this Agreement leading to unauthorized use or access to the Service; (iv) any inaccurate, untruthful, incomplete, or outdated information provided by Customer; (v) any issues arising from Customer's hardware, software, or electronic devices, including system failures or incompatibility with Sacombank's system; (vi) failure to promptly notify Sacombank to lock the Service when risks are suspected; (vii) use of software, documents, or following instructions not provided by Sacombank; (viii) violation of obligations under this Agreement or failing to follow Sacombank's safety, security, and usage instructions.
  - b. Sacombank has informed Customer of system errors or incomplete transaction status and advised Customer to contact Sacombank for confirmation before executing subsequent transactions. Transaction/payment information may be inaccurate or not final when the transaction is incomplete or adjustments for errors have not been made, and transaction information may be recorded at different times.
  - c. Messages sent by unauthorized third parties who connect their devices to the registered phone number of Customer.
  - d. Disputes arising between Customer and the beneficiary when Sacombank has executed the Transaction Request as sent by Customer.
  - e. Disputes between Customer and the Service Providers or Affiliate Partners regarding goods or services provided to Customer, which are outside the scope of Sacombank's banking services and not due to Sacombank's fault.
  - f. Cases where Sacombank temporarily suspends, delays, refuses to execute a transaction, or suspends, stops Service as per this Agreement, and when Sacombank cannot cancel or change a processed Transaction Request.
  - g. Interruptions, delays, unavailability, or any issues in Service provision due to reasons beyond Sacombank's reasonable control, including interruptions due to required upgrades or repairs, transmission or network errors, or technical failures caused by the Service Providers, Affiliate Partners, or third parties involved in transaction processing.
  - h. Force majeure events or objective obstacles as prescribed by law.
- **7.2** In cases where Sacombank is liable for compensating Customer, Sacombank's liability will be limited to correcting account errors and refunding the fees and charges collected for that transaction.
- 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 payments as requested by Customer to the service providers or Affiliate Partners and assisting Customer in reconciling, confirming, and handling payment-related issues. Ensuring the legality and quality of goods and services and the provision of intermediary services is the responsibility of the Service Providers or Affiliate Partners. Issues or complaints unrelated to Sacombank's payment services will be addressed by Customer directly with the Service Providers or Affiliate Partners.
- 7.5 At Customer's request, Customer may be redirected to the websites or applications of the Service Providers or Affiliate Partners for goods and services provision. These websites or applications are independently developed by the Service Providers or Affiliate Partners and are not part of Sacombank's online transaction channels. Sacombank does not control the security and technology of these systems or transaction software. Sacombank ensures the identity verification of the Service Providers and Affiliate Partners per legal regulations, but collaboration does not constitute an absolute endorsement or guarantee of these partners, their goods, or services.

#### **ARTICLE 8. SERVICE FEES AND INVOICES**

#### 8.1 Service

- a. Sacombank has the right to collect fees from Customer, and Customer agrees to fully and timely pay according to Sacombank's fee policy.
- b. Tariff (including types of fees and fee rates) for using the Service and products/services provided through the use of the Service and/or related services (collectively referred to as "Service Fees") will be publicly announced by Sacombank from time to time on the website <a href="www.sacombank.com.vn">www.sacombank.com.vn</a> and/or at Sacombank's Transaction Points. When there are changes in the types or rates of fees, Sacombank will publicly announce and post on the website <a href="www.sacombank.com.vn">www.sacombank.com.vn</a> and/or notify Customer according to the appropriate forms stipulated in this Agreement at least one (1) day before the new fee schedule takes effect. Customer agrees that the new fee schedule will be binding between the parties if Customer continues to use the Service after the fee schedule change takes effect. In case Customer does not agree with the amendments or additions to the Service Fees, they have the right to request termination of the Service.
- c. Depending on the type of product or service, fees may be collected periodically as stipulated by Sacombank or immediately/after the transaction occurs. Fees are collected throughout the use of the Service (including during the suspension of the Service).
- d. Service fees shall be collected by Sacombank automatically debiting fund from the designated account specified by 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 Invoices

- a. The invoices for fee collection transactions arising in Customer's account will be issued by the Bank electronically (referred to as Electronic Invoices). Customer proactively searches, views, and stores electronic invoices on the website: <a href="https://hoadondientu.sacombank.com">https://hoadondientu.sacombank.com</a> or goes to Sacombank Transaction Points when needing to convert invoices or requires support and registers information to log in and search for Electronic Invoices.
- b. Invoices for utility fees (if any) and invoices for goods and services payments will be issued according to the policy of each Service Provider, Affiliate Partner.

#### ARTICLE 9. TRACING AND HANDLING OF COMPLAINTS

- 9.1 Customer sends review and complaint requests through Sacombank's customer service center hotline 1800 5858 88 or any other number notified by Sacombank from time to time) or through other electronic means as announced by Sacombank or at any Sacombank Transaction Point. Complaints must be made in writing and sent to Sacombank. In case Customer complains through electronic means, for complex and risky review and complaint requests according to Sacombank's regulations (as guided by the consultant via phone), Customer is responsible for supplementing and sending Sacombank the Request for Review and Complaint Form according to Sacombank's form as the official basis for Sacombank to handle Customer's review and complaint request.
- **9.2** Tracing/complaint receiving and handling time:
  - a. For current account and card transactions, the time limit for Customer to request a review, file a complaint, and the timeframe for complaint resolution is regulated according to the terms and conditions of issuing/opening and using Sacombank's cards/accounts from time to time.
  - b. For other transactions: In case there are no other agreements in the agreements, contracts for using products and services between Sacombank and Customer, Customer has the right to file a complaint within 60 days from the date Sacombank processes Customer's Transaction Request. Sacombank is obligated to handle review and complaint requests for processed Transaction Request within 30 Working Days from the date of receiving Customer's first review and complaint request.
- **9.3** Handling of review and complaint results related to transactions with criminal elements



- is under the resolution responsibility of competent state agencies. In case the transaction has no criminal elements according to the conclusion of competent state agencies, within the next 15 Working Days from the receipt of this conclusion, Sacombank will agree with Customer on the handling plan for the complaint results.
- **9.4** In case the complaint resolution period expires and Sacombank, Customer, and related parties cannot reach an agreement, and Customer does not agree with the complaint resolution plan, the dispute resolution will be carried out according to legal regulations.
- **9.5** In case Customer's complaint is incorrect or beyond the stipulated complaint period, Customer will bear the arising fees from the complaint transactions according to Sacombank's regulations.

### **ARTICLE 10. SERVICE CHANGES AND SUSPENSIONS**

- **10.1** Sacombank may change, adjust the Service; change the interface; rename the Service; adjust or remove other features related to the Service, providing additional utilities to Customer and notifying Customer by appropriate means according to this Agreement. Customer's use of the Service is considered acceptance of these changes.
- **10.2** Customer has the right to request Sacombank to register, modify the registered elements related to the Service such as updating User information, fee collection account, email, updating Authentication Method, updating Customer information, device/software status, etc. All registration and modification requests only take effect when accepted by Sacombank. When sending service-related requests to Sacombank, the user, Customer, and legal representative of Customer are obligated to prove their identity and/or provide identification documents as requested by Sacombank.
- **10.3** To ensure safety and information security, Customer acknowledges that some registration and modification requests related to the Service will be required by Sacombank to be performed directly by Customer and cannot be authorized to another person. Authorized cases and authorization procedures are carried out according to Sacombank's regulations and in compliance with legal regulations.
- 10.4 Customer may request to suspend or terminate the use of the Service at any time by sending a written request to suspend or terminate the use of the Service to Sacombank according to Sacombank's prescribed form and procedure. Sacombank will terminate Customer's use of the Service immediately after receiving Customer's valid request, provided Customer has fulfilled financial obligations to Sacombank. During the suspension of the Service, Customer still must comply with the contents of this Agreement.
- **10.5** Sacombank has the right (but not the obligation) to stop providing part or all of the Service to Customer without prior notice 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. Due to force majeure events or incidents beyond Sacombank's control.
  - c. Customer is deceased, declared incapable/restricted civil act capacity, declared missing or dead.



- d. Customer falls under the prohibition of establishing relationships, listed in the prohibited transaction list, or lists related to anti-money laundering, terrorism financing, financing of weapons of mass destruction.
- e. Customer does not meet the conditions for using the Service according to Sacombank's regulations.
- f. The account(s) used by Customer for the Service is closed.
- g. As requested by competent state agencies or according to legal regulations.
- h. Sacombank receives complaints from phone number owners regarding the continued provision of the Service to Customer, which affects their legitimate rights and interests (including the inability to register Sacombank Pay due to the phone number already registered for Sacombank Pay). In this case, Sacombank will stop the Service provided that the complainant proves that the registered phone number for Sacombank Pay is legitimately owned by them (not by Customer who previously registered Sacombank Pay).
- i. Anonymous Sacombank Pay accounts are not logged in or logged in but do not generate any transactions (including query transactions and financial transactions such as money transfers, payments, deposits/withdrawals, etc.) within 12 consecutive months.
- **10.6** In case of stopping the provision of Sacombank Pay Service, Sacombank has the right (but not the obligation) to liquidate Customer's Sacombank Pay Prepaid Card, and the remaining balance (if any) will be paid according to legal regulations.

#### **ARTICLE 11. FORCE MAJEURE**

- **11.1** 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.
- 11.2 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 12. AMENDMENT AND SUPPLEMENTATION OF ARTICLES**

- 12.1 Sacombank has the right to amend and supplement these Terms and Conditions, and the terms and conditions of the products and services provided through the use of the Service at any time, but must notify Customer at least one (1) Working Day before the amendments and supplements take effect by posting on the website <a href="https://www.sacombank.com.vn">www.sacombank.com.vn</a>, at Sacombank's Transaction Points, and/or by other appropriate methods as stipulated in this Agreement. The amendments and supplements will be binding if Customer continues to use the Service after the amendments and supplements take effect. Customer's continued use of the Service after the effective date of the amendments and supplements to the Contract means that Customer fully accepts these amendments.
- **12.2** If Customer does not agree with the amendments and supplements, they have the right to request to terminate the use of the Service.

#### **ARTICLE 13. NOTIFICATIONS**

- 13.1 All notifications, approvals, requests, or other communications related to the Service (collectively referred to as "Notifications") from Sacombank to Customer will be made by one of the following methods: notifications on the screen or interface of the Service; messages to the phone number registered by Customer; mail (or email) sent directly to the residence/current address or email address registered by Customer with Sacombank; announcements on the website <a href="www.sacombank.com.vn">www.sacombank.com.vn</a>; notifications through mass media; postings at Sacombank's Transaction Points; or any other method in accordance with legal regulations.
- **13.2** All notifications and transaction documents are considered received after being sent by telegraph, to the correct email address, to the correct phone number, by confirmed telegraph from the sending post office, if sent directly considered received after confirmation by the personnel of the parties, relatives (living together), or Customer's employees, or at the time Sacombank completes posting on the website and at Sacombank's Transaction Points.

## **ARTICLE 14. IMPLEMENTATION TERMS**

- **14.1** This Contract is effective from the date Customer confirms agreement on the Service Request until a legal event terminates this Contract.
- **14.2** The Parties agree that the terms in these Terms and Conditions are independent of each other unless clearly referenced accurately and fully. The invalidity of any term in these Terms and Conditions will not affect the implementation of other terms. In case any term is invalid, both parties commit to adjusting it to comply with legal regulations for implementation.
- **14.3** Customer confirms that Sacombank has provided, explained fully and Customer has read, understood, and agreed to comply with these Terms and Conditions, as well as the agreements related to each service, product, and transaction that Customer participates in with Sacombank. Information and regulations about the products and services are publicly listed by Sacombank on the website <a href="www.sacombank.com.vn">www.sacombank.com.vn</a>, at Transaction Points, and/or through other appropriate notification methods as stipulated

in this Contract.

- **14.4** These terms and conditions are governed by the laws of Vietnam.
- 14.5 If any dispute arises from the implementation of this Contract between Customer and Sacombank, it will first be resolved through negotiation and conciliation. If negotiation and conciliation fail, the parties have the right to bring the dispute to the 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.
- **14.6** The English content in this document will be treated as a translation and used for reference only.