

TERMS AND CONDITIONS OF THE ALERT 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, constitute an Agreement for Registration and Use of the Alert 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 Sai Gon Thuong Tin Commercial Joint Stock Bank.
- 1.2 Customer** means any organization or individual who is the account/card holder opened at Sacombank and has registered to use of the Alert Service.
- 1.3 Transaction Point** means Sacombank's branch and transaction office within the territory of Vietnam.
- 1.4 Alert Service ("Service")** means the service where Sacombank automatically sends Alert Message to Customer via Alert Method as agreed by Sacombank and Customer in this Agreement.
- 1.5 Alert Message** means information regarding transactions of Customer, products, and services of Sacombank, including but not limited to, Alert Message of transactions on the Customer's account/card, Account balance, Alert Message of automatic debt reminder, Alert Message of the deposit due date and other alert message provided by Sacombank from time to time.
- 1.6 Alert Method** means the method by which Customer receives the Alert Message from Sacombank such as notification messages on the Application, SMS to registered mobile number, email to registered email address,... and other methods provided by Sacombank from time to time.
- 1.7 Application** means any applications installed on Electronic Device, operating based on access to the Internet, and having the function of sending the Alert Message to user of the Application. The Application may be application from Sacombank or from Service Provider according to implementation notice of Sacombank from time to time.
- 1.8 Electronic Device** means any device operated based on technology, electronics, digital, magnet, wireless transmission, optics, electromagnetics, or any other similar technologies (such as mobile phone, computers, tablets,...). By using of such device, Customer can connect to the Alert Method.
- 1.9 Service Provider** means any unit participating in sending process of Alert Message in accordance with cooperation agreements with Sacombank or/and applicable law,

including organizations, enterprises providing telecommunications services, internet services, email services, messaging services on telecommunications networks; organizations managing information systems used to send or receive the Alert Message or agents, trust organizations, and subcontractors of such organizations.

- 1.10 Fee Payment Account** means current account(s) of Customer opened at Sacombank and registered for payment of Service fee in priority; or, in the event the Customer registers to receive Alert for two or more accounts, the payment account with the highest available balance at the time of fee collection.
- 1.11 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.
- 1.12 Value Time** means the date and time when transaction is recorded to be accounted on Customer's account.
- 1.13 Transaction Time** means the date and time when transaction is initiated.
- 1.14 Alert Time** means the date and time when the Alert Message is sent to Customer by system.
- 1.15 Website** means Sacombank's official website via the link www.sacombank.com.vn.

ARTICLE 2: REGISTRATION AND USE OF SERVICE

- 2.1** Scope of Alert Message and Alert Method will be implemented according to Customer's registration with Sacombank and implementation notices which are notified to Customer from time to time.
- 2.2** Customer is obliged to comply with terms and instructions relating to the use of the Service of Sacombank and relevant law before and during the use of the Service. Customer acknowledges and undertakes that:
- Phone number and email address are owned and controlled by Customer; Customer is responsible for any complaints and disputes arising if the phone number and email address are not owned by Customer.
 - Customer takes responsibility for maintaining devices, login information for applications registered to receive the Alert Message and ensure that the login to such applications is carried out by Customer; preventing unauthorized access to registered devices, application to receive the Alert Message.
 - When Sacombank sends the Alert Message by the Alert Method as agreed in this Agreement, Customer is considered to have received the Alert Message and is the only party to receive the Alert Message.
 - Customer's information registered at Sacombank is the most up-to-date and accurate information and Customer will immediately notify Sacombank of any changes to the registered information (whether this change occurs because Customer changes new contact information, stops using telecommunications services, loses track of his/her phone or due to any other reasons). 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.

- e. Customer will be solely responsible for ensuring the conditions for using the Service according to Sacombank's instructions, including maintaining internet connections, telecommunications network connections on Electronic Devices; configuring the settings of the appropriate Application to receive the Alert Message; keeping the phone number, email, Application and Alert Method up and running for the Service; keeping safe and secure of Electronic Device, access/login information to software, Application, Electronic Device to view the Alert Message.

2.3 Alert Time

- a. Alert Time is recorded on the system depending on the level of response and processing capabilities of system.
- b. Sacombank will use its best endeavors to provide information to Customer via the Service promptly and accurately as recorded in computer system. However, due to specifications of products and situations which are out of Sacombank's control, information relating to transactions or account balance of Customer, which is provided by Sacombank through the Service, may not be at all times updated; there may be cases when transactions have not been processed or modified upon occurrence of errors or mistakes.
- c. Customer accepts that: (i) The Alert Message sent to Customer may not be accurate and final at the time of notifying when the transaction has not been successfully processed, and (ii) The Alert Time may be conducted later than the Value Time and the Transaction Time.

- 2.4** 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.

- 2.5** Sacombank does not ensure that the provision of the Service via Electronic Device will be completely uninterrupted or error-free; the transmission information will not be lost; there will be no viruses causing damage to the Customer's computer system and mobile phone when Customer accesses the email/mobile phone/Application to view the Alert Message.

- 2.6** The maximum number of Alert Messages on the Application, the maximum number of Alert Messages stored in Sacombank's system and the time limit for storing Alert Message on the Application and Sacombank's system will be conducted in accordance with Sacombank's terms from time to time.

- 2.7** 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.

- 2.8** 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.
- 2.9** 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: UPDATE AND TERMINATION OF SERVICE

3.1 Update of Service

- a. Customer has the right to request Sacombank to amend the registered information relating to the Service including the scope of Alert Message, Alert Method, Fee Payment Account. All amendment requests must be made in accordance with Sacombank's terms, procedures and instructions and take effect only when approved by Sacombank.
- b. Subject to Sacombank's policy of Service provision from time to time, Sacombank may change the Alert Method and the scope of the Alert Message, specifically:
 - When changing (stopping, supplementing or changing) the Alert Method, Sacombank must notify Customer at least 07 days before official implementation and ensure the maintenance of sending the Alert Message through at least one Alert Method for the purpose of optimizing Customer's expenses and ensure that the information sent to Customer is sufficient under this Agreement. In case of stopping or changing the Alert Method, Customer can re-register the previously registered Alert Method (if any) according to the procedures provided by Sacombank, provided that Sacombank will be still implementing such Alert Method at the registration time.
 - When changing the scope of the Alert Message (stopping sending Alert Message for certain types of Alert Message or low value transactions with low value announced by Sacombank or expanding types of Alert Message sent to Customer), Sacombank must notify at least 01 day before implementation and

ensure that the reduced information (if any) will be provided to Customer when requested at the counter.

- The above changes will take effect at the time stated in the notice of Sacombank. The Customer's continuous use of the Service after the effective date of the change is deemed to be the Customer's agreement to these changes.

3.2 Termination of Service

- a. Customer has the right to terminate the use of the Service at any time by submitting a request to Sacombank according to Sacombank's forms and procedures. Sacombank will terminate the Customer's use of the Service immediately after receiving the Customer's valid request if Customer has fulfilled his/her financial obligations with Sacombank.
- b. Sacombank may terminate or refuse to send the Alert Message or suspend part or all of the Service to Customer without notifying Customer in advance when one of the following cases occurs: (i) circumstances involving forgery and risk; or (ii) when the interests of Customer, Sacombank, or a third party may be affected or damaged according to Sacombank's judgment; or (iii) Customer does not meet the conditions to use the Service; or (iv) Customer violates any provisions of this Agreement or any other agreements, commitments with Sacombank whether such commitments relate to the use of the Service; or (v) force majeure; or (vii) other cases as specified in the Agreement and the laws.

ARTICLE 4: SERVICE FEE AND INVOICE

- 4.1 The Service fee (including fee rate and fee collection method) and/or related fees will be according to the fee schedule published by Sacombank publicly on Sacombank's website and/or listed at Sacombank's Transaction Points from time to time. When there is a change in fees, Sacombank will publicly announce and list it on Sacombank's website and/or notify Customer under methods provided under this Agreement at least 01 (one) day before the new fee schedule takes effect. The fee schedule will be valid for Customer if Customer continues using the Service after the effectiveness of the new fee schedule.
- 4.2 The Service fee is collected from the effective time of Service registration and collected by way of Sacombank automatically temporarily locking and deducting money from the Fee Payment Account designated by Customer. Customer is obliged to pay the Service fee monthly incurred to Sacombank. The periodically collected fee will be collected for the duration of using the Service (including suspension of the Service).
- 4.3 In case Customer's Fee Payment Account does not have sufficient balance to pay the fee, Sacombank has the right (but not the obligation) to temporarily lock and collect fees from other accounts of Customer opened at Sacombank or suspend the provision of the Service. If Customer has not paid the fee within the prescribed time limit, Sacombank is entitled (but not obliged) to stop providing the Service and collect the fees that have not been previously paid from any accounts of Customer at any given time.
- 4.4 Invoices for fee collection transactions will be issued by Sacombank electronically (referred to as "Electronic Invoice"). Customer will proactively search for, view, and save

Electronic Invoice at website <https://hoadondientu.sacombank.com> or go to Sacombank's Transaction Point when they need to convert invoices or need support, register information to log in and search for Electronic Invoice.

ARTICLE 5: HANDLING OF COMPLAINTS

- 5.1** Customer should proactively compare statements, periodic bank statements and immediately notify Sacombank upon being aware of incorrect, mistaken or manipulating transactions.
- 5.2** Customer has the right to trace/complain about errors, violations (if any) arising in the process of using the Service within 60 days from the date of arising transaction requesting tracing and complaint. The complaint must be made in writing and sent to Sacombank.
- 5.3** In case Customer's complaint is not related to Sacombank's fault, Customer will have to bear fees arising from complaint handling in accordance with Sacombank's terms.
- 5.4** Sacombank will handle Customer's tracing request and complaints relating to the use of the Service in accordance with the laws and agreement with Customer.

ARTICLE 6: LIMITATION OF LIABILITY

- 6.1** Sacombank will be exempted by Customer from any responsibilities in case Sacombank fails to send the Alert Message/causes any loss of Alert Message/fails to provide sufficient Alert Message/makes delays in sending Alert Message/sends inaccurate Alert Message during the transmission process arising due to:
 - a. Reasons caused by Customer including the errors arising from hardware/software of Electronic Devices of Customer used for the Service resulting in interruption of receiving Alert Messages; or incorrect information provided by Customer; or Customer's failure to maintain the conditions to implement the Service as instructed by Sacombank; or Customer's violations of any obligations in this Agreement;
 - b. Interruption or change of Electronic Devices installed on the Application, SIM card during the term of the Service or the fact that the number of Alert Messages is excessive to be displayed on the Application or of the data storage time from the system;
 - c. Interruptions, postponement, delays, unavailability; or any incident occurred during the provision of the Service due to causes beyond the reasonable control of Sacombank, even when the interruption is caused by the Service's upgrade or maintenance; interruption by related Service Providers; force majeure including electrical problems, technical problems, network and transmission line interruptions; power failure, natural disaster, enemy sabotage, strike, requests or directives of the Government and other state agencies and competent individuals;
 - d. Changes in Sacombank's policy on provision of the Service and Customer has been informed of such change in advance.
- 6.2** 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:
 - a. The fact that Sacombank has correctly sent to the Alert Method as agreed in this Agreement;

- b. Customer's use of the Service by a third person authorized by Customer or by third party not authorized due to Customer's fault;
- c. The sending of the Alert Message is made by an unauthorized third party who in any way connects his/her device to the Customer's phone number, email, Application, Electronic Device;
- d. The Alert Message sent to Customer may not be accurate and final at the time of notification when the transaction has not been processed and the Alert Time has been conducted later than the Value Time and the Transaction Time;
- e. The fact that Sacombank has informed Customer about the incomplete status of the transaction and Customer needs to contact Sacombank again to determine the final status before performing the next transactions;
- f. Third-party claims about the right to use the registered phone number/email during the use of the Service;
- g. Causes from the Customer including Customer's breaches of obligations of this Agreement, which affect the receipt of messages.

ARTICLE 7: FORCE MAJEURE

7.1 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.

7.2 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 8: MODIFICATION AND SUPPLEMENTATION OF TERMS AND CONDITIONS

8.1 Sacombank is entitled to modify and/or supplement these Terms and Conditions by publishing on Sacombank's website or listing at Sacombank's Transaction Points and/or any other method provided under this Agreement at any time but must notify Customer at least 01 (one) day prior to its implementation. The modifications and/or

supplementations will be binding on Customer if Customer continues using the Service after the effective date of such modifications and/or supplementations. Continuance to use the Service by Customer after the effectiveness of Agreement's modification means that Customer completely accepts such modification.

- 8.2** If Customer does not agree with the modifications and/or supplementations, Customer has the right to terminate the use of the Service.

ARTICLE 9: NOTICE

- 9.1** 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.
- 9.2** 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 10: IMPLEMENTATION PROVISIONS

- 10.1** This Agreement is effective from the date Customer signs, confirms on the Application form or electronic data about the subscription to the Service or confirms the registration of the Service by other methods provided by Sacombank.
- 10.2** 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.
- 10.3** These terms and conditions are governed by the laws of Vietnam.
- 10.4** 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.
- 10.5** The English content in this document will be treated as a translation and used for reference only.