

TERMS AND CONDITIONS
ON USING PAYMENT AUTHORIZATION SERVICES

ARTICLE 1: INTERPRETATION OF TERMS IN THE USE OF PAYMENT AUTHORIZATION SERVICES

- 1.1 Sacombank is Saigon Thuong Tin Commercial Joint Stock Bank.
- 1.2 Customer is organization or individual who is in need of using services provided via Sacombank 's Payment authorization channel, is the account holder or cardholder opened at Sacombank and the entity whose name specified the Registration form /Change for Using of Sacombank Payment authorization.
- 1.3 Payment authorization is an automatic payment channel that Customers register with Sacombank once with a view to authorizing Sacombank to automatically deduct money from their current accounts or credit card accounts (applicable to Bill Payment authorization services except the payment for financial bills) opened at Sacombank to manage and perform financial transactions according to the predefined criteria of the Customers.
- 1.4 Bill Payment authorization is the Payment authorization service that Customers register with Sacombank once with a view to authorizing Sacombank to automatically and periodically deduct money from their current accounts or credit card accounts at Sacombank to pay for their periodic bill provided by the service providers/affiliated partners to Sacombank. In this case, Sacombank plays the intermediary payment role that transferring money between the Payment authorization party and the service providers/affiliated partners.
- 1.5 Schedule Payment authorization is the Payment authorization service that Customers register with Sacombank once with a view to authorizing Sacombank to automatically and periodically deduct money from their current accounts at Sacombank to pay for the bills under the payment schedule (i.e. specific cycle or specific date) registered by Customers.
- 1.6 Payment authorization object/Payment object is the information (e.g. type of bill/payment, partner's name, identification symbol) reflecting payment needs and agreed by the parties to be used as an identification information for the use of Payment authorization service between Customer and Sacombank.
- 1.7 Contract is the authorization registration content recorded by the program for each Payment authorization object. Each Contract is managed by the system with a reference number.
- 1.8 Registration form for using Payment authorization service (Registration form) is the registration content of using the Payment authorization services provided by Sacombank. Depending on each period and each case, the Registration form might reflect the Payment authorization content of one or several Payment authorization objects.
- 1.9 Payment schedule is the information displaying the time of performing payment transactions and registered by Customer in the contract of Payment authorization with Sacombank.
- 1.10 Payment designated account is the current account or credit card account (applicable to Bill Payment authorization services except the payment for financial bills) of Customer opened at Sacombank and registered by Customer to be used as the default account for deducting money to perform payment transactions under the content registered on the Registration form and of the priority account for deducting fees related to this service.

- 1.11 Number of renewal dates is the number of the following days in the same payment period recorded by the program to continuously perform the payment orders in case the balance or limit of Customer's Payment designated account is insufficient to pay for the payee at the time of making payment registered by Customer.
- 1.12 Memonic name is the name Customers set for their Payment authorization registration content in order to be easy to remember and distinguish.
- 1.13 Transaction date is the date and time of recording the arising transaction.
- 1.14 Effective date is the date and time when the transaction is recorded to the Customer's account.
- 1.15 Working day is Sacombank's working day from Monday to Friday (working hour is from 7:30 am to 5:00 pm), Saturday (working hour is from 7:30 am to 11:30 am), or actual working time of Sacombank from time to time except for day-off or public holiday under the provisions of law or day-off of Sacombank.

ARTICLE 2: RIGHTS AND RESPONSIBILITIES OF CUSTOMER

2.1 Rights of Customer

- Register the use of Payment authorization service and other accompanying services to perform the demand registered by Customer;
- Complain about any defect or violation (if any) occurred while using the services in accordance with the provisions of law. The complaint must be in writing and sent to Sacombank. Customer is entitled to complain in a certain period of time according to Sacombank's regulations from the date of arising transaction requested for investigation and complaint. In case Customer's complaint is not related to Sacombank's fault, Customer shall bear all accrued charges for processing such complaint in accordance with Sacombank's regulations;
- Request Sacombank to promptly update the registration information, customer information, legal representative,
- Extend the payment time in case the balance or limit of the Payment designated account is insufficient to perform payment within the number of renewal dates prescribed by Sacombank.
- Other rights under these Terms and Conditions and other relevant provisions of law;

2.2 Responsibilities of Customer:

- Fully and accurately provide necessary information as required by Sacombank for Payment authorization service registration.
- Authorize Sacombank to automatically debit Payment designated account to pay for the payee and pay for relevant charges and fees, charges and fees relating to the complaint or dispute in accordance with the regulation of Sacombank and legislation;
- Fully pay the fees related to Payment authorization services and other accompanying services under the tariff promulgated by Sacombank in each period;
- Not to register the use of Payment authorization service when the Payment designated account has been settled, blocked, temporarily blocked or suspended in any form.
- Promptly notify Sacombank of any change in permanent address, communication address, mobile phone number/email or other information registered with Sacombank. In case

Customer fails to notify or fails to notify properly, Customer shall be fully responsible for all damages, liability to third parties (if any) due to the use of eBanking accounts and services, without prejudice to Sacombank and without effect on the validity of the transactions performed. In case Customer has made valid notice, Sacombank will update the information within 01 working day from the date of receiving Customer's notice. A valid notice is a notice to be prepared by the Customer itself under Sacombank's form and attached with the documents proving the content of the changed information and sent to Sacombank by appropriate notification methods (documents, electronic...).

- Cooperate and provide necessary information as required by Sacombank in accordance with any agreements between Customer and Sacombank and laws;
- Refund Sacombank the superfluous payment, payment over permitted balance on account and its accrued interest, the mistaken/superfluous credit to account (if any) in accordance with the regulations of Sacombank.
- Undertake not to register Payment authorization service with a view to performing the transactions in contravention of the laws.
- Other responsibilities provided by Sacombank and relevant provisions of law.
- Ensure that the debit account has sufficient available balance or that the credit card account has available cash limits at the time of payment generation and payment extension period (including payment amount and service fee (if any) in order for Sacombank to execute payment). If the balance is insufficient, Sacombank has the right (but not the obligation) to suspend the provision of payment reminder service and / or suspend the validity of the contract of Payment authorization and when wishing to continue using the service, the Customer must notify in compliance with Sacombank's procedures as prescribed from time to time.

ARTICLE 3: RIGHTS AND RESPONSIBILITIES OF SACOMBANK

3.1 Rights of Sacombank:

- Provide and use the inquiry information of Customer's account in case below:
 - ✓ Provide Sacombank and / or third party employees when these employees and / or third parties need to know the information to (i) execute Customer requests; (ii) provide products, services and process transactions; (iii) perform the promotion, provide the privileges, and improve Sacombank's products and services; (iv) use as evidence in the process of resolving disputes between Sacombank, Customer and related parties;
 - ✓ Provide information upon written request of Customer and / or Guardian / Legal representative of Customer or the Third Party agreed or authorized by Customer;
 - ✓ Provide information in accordance with written requests of competent state agencies or as prescribed by law.
 - ✓ Provide information when Sacombank believes that disclosure of information is necessary or appropriate to prevent, detect illegal or suspected transactions, prevent money laundering, combat terrorist financing.
- Refuse to make illegal or invalid transactions under Sacombank's regulations, under the provisions of law or out of Sacombank's control.

- Exempt from liability for any damages that may arise due to the failure to cancel, modify or suspend Customer's transaction orders when these orders have been executed.
- Exempt from liability for any arising losses including from the difference between Transaction date and Effective date, the day-off or holiday under Sacombank's regulations and the provisions of law, the working time of the day, the recording of related systems, application programs or system breakdowns.
- Suspend/Terminate the usage of the services of Customer without prior notice in the cases below:
 - (i) Sacombank suspects and / or receives notice from a third party about:
 - + Transactions showing signs of violating the laws or Sacombank's internal regulations, including laws and regulations related to foreign exchange management, money laundering prevention, treaties signed by Vietnam and related international practices.
 - + Transactions related to any party (individuals, organizations, government agencies) sanctioned and / or directly or indirectly related to the subjects sanctioned by Associations, international organizations or under relevant national laws.
 - + Transactions to be directly or indirectly related to revenue sources or used for illegal purposes or acts.
 - (ii) Sacombank requests Customer to provide additional information and/or documents proving lawful transactions before executing the Transaction Order or Customer refuses to provide additional information and / or documents at the request of Sacombank;
 - (iii) According to decision, request of law or competent state agencies;
 - (iv) Cases related to frauds and risks;
 - (v) When the benefit of Customer / third party may be harmed or the transaction shows signs of fraud;
 - (vi) Sacombank suspends service for maintenance;
 - (vii) When Sacombank detects that Customer violates any content of these Terms and Conditions or any commitments, agreements or contracts committed or signed with Sacombank, whether or not they relate to the use of the Payment authorization service;
 - (viii) When the transaction exceeds the available balance on the account/ card, or such balance is not enough to pay the transaction value, penalties and fees.
 - (ix) Cases of force majeure which are beyond the control of Sacombank
 - (x) There is no outstanding balance at the time of payment as agreed in the Contract.
 - (xi) The payment designated account/card which is registered for debit or credit has been closed or no longer exists on the system.

- Debit on account for all transaction amount and its relevant charges under Sacombank's tariff in each period, superfluous amount, over-permitted withdrawal of balance, excessive or wrong credits (if any);
- Block and debit any of Customer's accounts to collect fees arising from the use of the Service, amounts that Customer is obliged to repay as agreed upon between Sacombank and Customer, as required by the provisions of law or competent authorities.
- Debit the amount of the dispute and the fees incurred when the dispute is brought to the judge (court, arbitration) and these agencies treat the customer losing the case.
- Other rights stipulated in this Terms and Conditions and relevant provisions of law.

3.2 Responsibilities of Sacombank:

- Guarantee rights of Customer as provided in the Terms and Conditions and;
- Secure the information relating to Customer, account, and transactions as governed by legislation;
- Solve the request of inquiry and complaint from Customer concerning the usage of services;
- Sacombank shall give effort to provide information to Customer accurately as recorded in computer system. However, due to the specification of product and situation out of Sacombank's control, Sacombank shall not ensure that all information is accurate and non-mistaken;
- Sacombank is not liable for direct or indirect damages caused by Customer from or for the reasons below:
 - (i) Customers use other forms of payment without requiring suspension, termination of Payment authorization service and Sacombank continues to pay for transactions that have been signed by Registration form when the Payment schedule and payment extension are still valid.
 - (ii) Reasons beyond Sacombank's control resulting to the inability to fulfill the authorization requirements of Customer including: interruption, delay, unwillingness or any incidents (circuit breakage, power outages, etc.) occurring in the process of providing services due to causes beyond the reasonable control of Sacombank, including interruptions of services that need to be upgraded and repaired; transmission line error of Internet service provider; interruption fault due to service provider and / or partner affiliation; or
 - (iii) Force majeure events (events that occur in an objective, unpredictable and irreversible way such as natural disasters, strikes, terrorism, wars ... in spite of the application of all necessary procedures and permissibility) as required by law or at the request, instruction of the competent State agencies or objective obstacles (which are obstacles caused by objective circumstances under which Sacombank cannot know about its legal rights and interests infringed upon or cannot exercise its civil rights or obligations).
- Other responsibilities provided in this Terms and Conditions and the relevant regulations of law.

ARTICLE 4: EXTEND NUMBER OF PAYMENT DAYS

- 4.1 Customers registering the use of the Payment Authorization service are allowed to extend number of payment days as Sacombank's regulations.
- 4.2 The number of payment extension days include day off, holidays from the date adjacent to the specified payment date.
- 4.3 For Bill Payment authorization: the program automatically implements the payment until payment is made.
- 4.4 For Schedule Payment authorization: Customers can choose the form of non-extension or extension under the number of days as prescribed by Sacombank or the form of extending until the payment is made.
- 4.5 The number of payment extension days at Sacombank is only considered in one billing period. The payment order that fails to succeed when the renewal date is exceeded will not be executed again at the new cycle.

ARTICLE 5: SCHEDULE PAYMENT AUTHORIZATION

- 5.1 Periodic payment is the payment order of repeated nature (week / month / year) until the expiry of the Registration form for using the service or when Customer requests to suspend the service.
- 5.2 Payment by specific date is the payment order in which the customer registers the specific payment date and which is not repeated.

ARTICLE 6: REMIND PAYMENT SCHEDULE

- 6.1 Time to remind the payment schedule shall be in accordance with Customers' requirements registered on the Registration form, including day-off or holidays.
- 6.2 Reminding payment schedule will automatically expire when the Payment Authorization Registration form suspends / expires.
- 6.3 The information of phone number and email address registered in the Payment authorization Registration Form may be the phone number, email address registered by Customer to receive contact information or receive new notifications from Sacombank or other phone number, email address specified by Customer.

ARTICLE 7: PROCESSING TIME AND TRANSACTION VALIDITY

- 7.1 The processing time of a valid transaction is calculated from the time when the Customer's Registration form takes effect and Sacombank recognizes such transaction. The fact that transaction requests have been sent by Customer does not mean the transactions have been recorded and processed by Sacombank. Sacombank will only debit / credit in accordance with the regulations on Account / Card Account and this Terms and Conditions after Sacombank has checked the available balance or the remaining limit recorded by the system. Customer's orders to be debited shall not mean that the beneficiary is credited and the invoice is crossed out. Credit on the beneficiary's account will only be made after Sacombank and the beneficiary's bank check details and accept the money transfer and the debt write-off will be done by the service provider/affiliated partner.

- 7.2 Transaction orders are executed by Sacombank during its working days. Processing time according to the Payment schedule registered by Customer is relative only. Sacombank will endeavor to meet the exact processing time, unless the order is not executed / executed slowly, the transaction date and the effective date is different due to objective reasons, beyond the control of Sacombank; or if the transaction day falls on a day-off or holiday under Sacombank's regulations or the law, the time when the transaction arises after the end of transaction processing day, or the working time of the systems or related applications has expired.
- 7.3 Where transaction orders need to be completed by a third party (payment outside the Sacombank system), they are executed by Sacombank during the working days of Sacombank and the related third parties as follows:
- Payment orders eligible for payment recorded by Sacombank before 9:00 am (morning) and before 3:00 pm (afternoon) from Monday to Friday shall be executed within the working day.
 - Payment orders eligible for payment recorded by Sacombank after the above time shall be executed at the beginning of the next working day of Sacombank and related third parties.
 - Transaction order eligible for payment is a transaction order where the Customer's payment account must ensure sufficient available balance or the credit card account must have a sufficient limit at the time of payment.
 - When Customer's payment schedule is due and the Customer's account has sufficient balance or limit, Sacombank will endeavor to immediately execute, however, depending on the actual situation at the time of executing, the execution of these transaction orders may not comply with the above.
- 7.4 The time limit for resolving a Customer's complaint is the time for Sacombank to resolve and / or respond to Customers after receiving Customer's complaints. The time limit for settling complaints complies with the current regulations of Sacombank corresponding to each type of product, service, and agreement with the Service Providers/Payment acceptance unit/Intermediary payment service provider in accordance with the provisions of law. Sacombank will refund Customer the value of the correct complaint transaction. In case Customer makes a false complaint, Customer will bear the relevant fees in accordance with the current regulations of Sacombank. In other special cases, Sacombank will notify Customer in detail.

ARTICLE 8: IRREVOCABLE TRANSACTIONS

- 8.1 Customer cannot cancel or deny any transaction that Customer has registered for Sacombank to make payment according to the registration form. In case Customer requests to cancel her/his/its transaction, Sacombank shall only consider the request provided that (i) a request to cancel a transaction is sent to Sacombank before the date the payment order is executed, and (ii) the cancellation of transaction does not affect the interest of Sacombank or any third parties.
- 8.2 Any transaction that has been performed in accordance with the request Customer has registered on the service Registration form will be deemed valid and irrevocable by Sacombank.

ARTICLE 9: DOCUMENTS

- 9.1 Materials and Documents involving Payment authorization services between Sacombank and Customer, as well as data recorded, confirmed and saved by Sacombank shall be the evidence of transactions between Customer and Sacombank, consisting of the full legality of Agreement confirmed by Sacombank and Customer.
- 9.2 The invoice of fees for charge on Customer's account will be issued electronically (Electronic invoice). Customer can search, view and save electronic invoice at <https://hoadondientu.sacombank.com> or come to any Sacombank's Transaction points to convert invoice or registration information to login and find the electronic invoice

ARTICLE 10: SERVICE FEE, TARIFF AND TRANSACTION LIMIT

- 10.1 Tariff (including charge rate and charge collection method) for using Payment authorization service and other relevant services shall be promulgated by Sacombank in each period. Sacombank will notify Customers via the Sacombank Website or other forms (e.g. posting at the transaction place, sending mail (email), make phone call) in accordance with the law. The tariff shall bind upon the parties if Customer continues using Payment authorization service and other relevant services after the effectiveness of the new tariff.
- 10.2 Customer undertakes to pay service charges for using Payment authorization channel and other relevant products provided by Sacombank from the effective time of the Registration form.
- 10.3 Sacombank shall stop collecting charges, fees of using Payment authorization channel and other relevant products after the registration for suspending the services is valid (applying for the charged services).
- 10.4 Charges relating to the use of Payment authorization services and related services that have been collected will not be refunded in case Customer suspends the use before the expiry date.
- 10.5 Customer commits that in case the balance or limit of Customer's charge payment account is insufficient for service charges, Sacombank has the rights to debit the Customer's other accounts opened at Sacombank.
- 10.6 In case of collecting a fee as a percentage of the transaction value, the actual charge rate shall not be lower than the minimum fee and not higher than the maximum fee prescribed by Sacombank in the Service Fee Schedule.
- 10.7 Customer undertakes to pay arising fee per month to Sacombank within a maximum of 28 days from the 1st date of the following month and ensures that the nominated account used to pay Customer's fees has sufficient balance or limit for Sacombank to automatically deduct fees within this period. After the above-mentioned time limit, if the payment has not been made, Sacombank has the right to stop providing the services of Payment authorization and to collect the unpaid fees previously.
- 10.8 Sacombank will terminate Customer's use of the service from the date of receiving the Customer's written notice of termination of the service after deducting the relevant fees and expenses incurred in the course of using the service and this clause also applies to clause 11.7 above.

ARTICLE 11: MODIFY AND SUPPLEMENT THE CONTENT OF TERMS AND CONDITIONS

- 11.1 Sacombank is allowed to modify and supplement the content of this Terms and Conditions by notifying on the Sacombank's Website.
- 11.2 Customer's continued use of the service after the effective date of any modification of this Terms and Conditions means that Customer fully accepts such modification. In case of disagreeing with the modifications and supplements, Customer has the right to terminate the service under Clause 11.8 Article 11 of this Terms and Conditions.

ARTICLE 12: GOVERNING LAW AND DISPUTE RESOLUTION

- 12.1 These Terms and Conditions are governed by and construed in accordance with the legislation of Vietnam.
- 12.2 In case of any dispute arising from the implementation of Terms and Conditions between Customer and Sacombank, the dispute shall be resolved by negotiation and mediation in priority; in case the parties fail to meet the agreement after such negotiation and mediation, the dispute may be submitted to the competent court of Vietnam for resolution.
- 12.3 In case of any inconsistency between English and Vietnamese language, the Vietnamese language shall prevail.

ARTICLE 13: THE VALID PERIOD AND ENFORCEMENT

- 13.1 These Terms and Conditions shall be effective from the date Customer signs the Payment authorization Registration form until being terminated in the following cases:
- Customer sends notice of termination pursuant to Clause 8, Article 11 of these Terms and Conditions;
 - The current account is closed or the designated credit card is terminated;
 - Customer violates any terms of this Agreement or agreement, commitment with Sacombank;
 - At the request of competent state agencies;
 - Other legal events in accordance with laws leading to the termination of the Contract.
- 13.2 Customers confirm that they have read, understood and agreed to the terms and conditions of the use of Payment authorization service and undertake to comply with these terms and conditions and other relevant agreements with Sacombank.
- 13.3 In case Customer registers that the Contract shall expire on a specific date, the Program will automatically suspend Customer's contract at the beginning of the registered expiry date.
- 13.4 In case Customer registers that the Contract shall expire until the date of service termination, the contract expiry date will be based on the last time according to the Payment schedule registered by the Customer plus the number of payment extension days.

- 13.5 The Registration form is effective from the date specified by Customer and confirmed by Sacombank to provide the service, but the earliest (i) is the registration date for the Bill Payment authorization (ii) is the day following the registration date for Schedule Payment authorization.