

TERMS AND CONDITIONS ON SACOMBANK ALERT SERVICE

Effective from 6 September 2021

These Terms and Conditions herein together with the Registration/Change for Using of Sacombank Alert or electronic data regarding registration of using the Alert Service constitute a Contract of Using the Alert Service between the Customer and Sacombank (hereinafter referred to as “the **Contract**”). Upon accepting these Terms and Conditions, the Customer acknowledges that Sacombank has provided sufficient information about its services, products, and the Contract; The Customer has read and understood and agreed to be bound by the regulations, rights and obligations of this Contract.

ARTICLE 1: DEFINITIONS

- 1.1. Sacombank means Sai Gon Thuong Tin Commercial Joint Stock Bank.
- 1.2. Customer means any Organizations, Individuals holding current account opened at Sacombank have been registered for use of the Alert Service.
- 1.3. Transaction Point means any Branches and Transaction Offices of Sacombank in Vietnam.
- 1.4. Alert Service (hereinafter referred to as “the **Service**”) means service provided by Sacombank or cooperated with a third party to send the Alert message to the Customer via Alert methods as agreed by Sacombank and the Customer in this Contract.
- 1.5. Alert message means all information regarding transactions of the Customer, products and services of Sacombank, including but not limited to: (i) Notification of transaction on the Customer’s account/card (ii) Automatic Debt Reminder (iii) Notification of the deposit due date and any Alert message sent by Sacombank to the Customer under the information registered by the Customer with Sacombank, and/or other information implemented by Sacombank from time to time and notified to the Customer.

- 1.6. Alert method means any means of communication registered by the Customer with Sacombank to use the Service or other methods proactively provided by Sacombank to the Customer (including messages on the Application, SMS to a mobile number, email to email address, ...)
- 1.7. Application means any applications installed on Electronic Device being able to access the Internet and send Alert message to User of the Application. The Application could be the application of Sacombank or a third party. Details of Applications implemented by Sacombank for the Service shall be notified to the Customer via website www.sacombank.com.vn or other valid means of communication registered by the Customer.
- 1.8. Electronic Device means any devices operated by technology, electronic, digital, magnetic, wireless transmission, optical, electronic or any other similar technologies, include but not limited to phones, computers, fax machines, tablets, ... By using of such devices, the Customer could connect to the Alert methods.
- 1.9. “Third Party” means a unit that has a direct cooperation agreement with Sacombank in provision of the Alert Service to the Customer or a Third Party authorized to participate in the sending process of Alert message in accordance with the cooperation agreements with Sacombank and applicable laws, include organizations, enterprises providing telecommunications services, internet services, organizations providing email services; organizations providing messaging services on telecommunications networks, organizations managing information systems used to send Alert messages or agents, trust organizations, subcontractors of such organizations ...
- 1.10. Charge Payment Account means current account(s) of the Customer opened at Sacombank, registered for priority payment of Service charges.

- 1.11. Working day means the actual working time of Sacombank, from Monday to Friday (from 7:30 am to 5:00 pm) and Saturday (from 7:30 am to 11:30 am), except for holidays regulated by Vietnamese laws or Sacombank.
- 1.12. Value Time means the date and time of booking of transaction to Customer's account.
- 1.13. Transaction Time means the date and time of initiating transaction.
- 1.14. Alert Time means the date and time when the Alert message sent to the Customer by Sacombank' system.

ARTICLE 2: RIGHTS AND OBLIGATION OF CUSTOMER

2.1. Rights of Customer

- To use the Service having features registered by the Customer with Sacombank;
- To register with Sacombank the Alert methods so that Sacombank could provide the Service and the Customer shall bear all risks and damages arising from such registration;
- Complain any defect or violation (if any) occurred while using Service as regulated by laws. The complaint must be in writing and sent to Sacombank within 7 (seven) working days from the date the Customer's right is infringed. Over the mentioned period, Customer is liable for any accrued or relevant liability. In case the complaint of Customer is not related to Sacombank's fault, Customer shall bear all accrued charges for handling such complaint in accordance with the regulation of Sacombank;
- Other rights provided in this Terms and Conditions and other relevant regulations.

2.2. Obligations of Customer

- Read, understand, abide by and get bound by the regulation and guideline relating to the usage of Service in this Agreement before using;

- Fully provide necessary information as required by Sacombank for Service registration and within the using duration of Service; and commit to undertake the truthfulness, accuracy and entirety of such provided information;
- Ensure other conditions to use the Service under instructions of Sacombank, including: to maintain the internet connections, the connection to telecommunications networks of Electronic Device, install the suitable settings of the Application, maintain the continuous operation of phone numbers/emails/Applications and the Alert Methods used for the Service including self-maintenance of Electronic Device (safety and security), access information of Electronic Device and Alert Methods to ensure that the information and Electronic Device used for the Service shall be owned, controlled and used by the Customer;
- Fully pay the arising fees for using Service defined in tariff regulated by Sacombank in each period;
- Authorize Sacombank to automatically debit Charge Payment Account or any current account of the Customer to pay for any Service charges and fees, any charges and fees relating to the complaint or dispute in accordance with the regulation of Sacombank and applicable laws. In case the Charge Payment Account and any current account of the Customer is insufficient for payment of such charges and fees, Sacombank has the rights to unilaterally terminate to provide the Service;
- Promptly notify Sacombank of any change on permanent address, communication address, registered phone numbers/email/application; cases of registered phone numbers/email/application or Electronic Device being no longer in operation or being no longer in own and/or control and/or use by Customer or is used, taken advantage of, forged or be able to used, taken advantage of, forged by others; and other information as required by

Sacombank. For organization Customer, not only should notify the above-mentioned information but also must promptly notify Sacombank of the changing on name, the legal representative, account holder, stamp and chief accountant/person in charge of accounting (applicable for registration of signature of chief accountant/person in charge of accounting with Sacombank). Regarding Organizational Customers, beside notifying the above information, Organizational Customers must also immediately notify Sacombank of any changes in information related to the name, legal representative of the Organization, account holder, stamp, chief accountant/person in charge of accounting (in case the signature of chief accountant/person in charge of accounting transactions is registered at Sacombank). In case the Customer fails to notify or the notification is invalid, the Customer must bear all responsibilities for any damage to Sacombank or a third party (if any) due to the use of the Service according to the registered phone numbers/email/application; unrelated to Sacombank, and does not affect the valid value of transactions performed. In case the Customer has properly notified, Sacombank will update the adjustment information to the Customer within 01 (one) working day from the time of receiving the notice from the Customer. A valid notice is a notice that must be made in writing by the Customer in the form of Sacombank together with documents proving the changed information content and sent by the Customer to Sacombank by appropriate notification methods according to the instructions of Sacombank.

- Cooperate and provide the necessary information as required by Sacombank in accordance with Agreement with Sacombank and the legislation;
- Use Service and manage account in compliance with the regulation of Sacombank and applicable laws;
- Other responsibilities as regulated by Sacombank and applicable laws.

ARTICLE 3: RIGHTS AND OBLIGATIONS OF SACOMBANK

3.1. Rights of Sacombank

- Provide the competent authorities and permitted organization or individual with the information of Customer and transaction(s) according to legislation;
- Temporary suspend/Terminate/Reject the usage of the Service of Customer as provided in this Contract;
- Block and debit the Customer's current account to collect accrued charges in accordance with the provisions of this Contract;
- Provide service registration information of the Customer, the Alert message to a Third Party to perform a part or all of the Alert message transmission process to Customer or for the purpose of checking the problems, complaints of the Customer during the terms of using the Service. For the performance of the Service, the Customer agrees that such Third Party may provide information to organizations, enterprises providing telecommunications services or organizations managing information systems used to send Alert messages provided that the recipient of such information commits to keep the Customer's information confidential. Sacombank and the Third Party shall be responsible for keeping all Customer's information confidential during the Alert processing and not use such information for any purposes other than the performance of the Service for the Customer.
- Depending on Sacombank's policy from time to time and ensuring in compliance with applicable laws, Sacombank has the right to change or limit the scope of information to be notified to Customer, but Sacombank must notify at least 01(one) day in advance under the prescribed methods in this Contract and must ensure that such information shall be provided to the Customer when there are any request from the Customer at the counter.
- Other rights are provided in this Agreement and the relevant regulations of law.

3.2. Obligations of Sacombank

- Sacombank does not declare or guarantee that the usage of Service shall not be interrupted. Customer agrees that Sacombank shall notify Customer in accordance with the regulations of this Contract upon there are any Service suspension;
- Keep confidential information relating to Customer, account and Customer's transactions as regulated by law;
- Solve the request of inquiry and complaint from Customer concerning about the usage of Service;
- Sacombank shall give effort to provide information to Customer via Service promptly and accurately as recorded in computer system. However, it is based on the specification of product and situation out of Sacombank's control, Sacombank shall not ensure that all provided information is accurate and non-mistaken; Customer accepts that messages sent through the Service may not contain information about the final status of the transaction due to pending transactions or adjustments.
- To be exempt from responsibility for not sending Alert message/lost/lack of information/ delayed/inaccurate information during the transmission process at the request of the Customer arising due to:
 - i. The reasons caused by the Customer including the errors arising from hardware/software devices, Electronic Devices of the Customer used for the Service resulting in interruption of receiving messages; or incorrect information provided by the Customer; or the Customer fails to maintain the conditions to implement the Service as instructed by Sacombank; or the Customer violates any obligations in this Contract.

- ii. Interruption or change of Electronic Devices installed the Applications, SIM card during the terms of Service or the Alert message is excessive of the data storage time from the system; or
 - iii. Interruptions, delays, unavailability; or any incident occurred during the provision of the Service due to causes beyond the reasonable control of Sacombank (including interruption due to the Service maintenance); interruption due to force majeure of the telecommunications service provider or related Third Party; 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 persons;
 - iv. Changes in Sacombank's policy on provision of the Service and the Customer has been informed on such change in advance.
- Sacombank is not responsible for the Customer's (indirect and/or direct) damages arising from or related to: the usage of Service of the Customer by an authorized party or by an unauthorized third party due to not promptly notifying by the Customer to Sacombank on the change of information of Electronic Device/email/phone/Application used for the Service; or (ii) or the Alert message is sent by an unauthorized third party in any way to connect their device to Electronic Device/email/phone/Application of the Customer; or (iii) the transaction information/receiving information is not the final information received by the Customer via e-Banking channel upon the transaction has not been completed; or (iv) Sacombank has notified the Customer about the incomplete status of the transaction and the Customer needs to contact Sacombank again to determine the final status of the transaction before performing the next transactions; or (v) the reasons caused by the Customer including Customer's breach of any obligations in this Contract leading to interruption of receiving

messages; or (vi) any third-party claims about the right to use the registered phone number/email during the use of the Service.

- For any information related to the Service, Sacombank will notify the Customer via one of the following methods: in written letters, by phone/text message/email to the Customer, by public posting at counters, by posting on website www.sacombank.com.vn, via mass media and other appropriate means of communications.
- Other obligations are provided in this Terms and Conditions and the relevant regulations of law.

ARTICLE 4: ACCESS AND PROCESS TRANSACTION

- 4.1. Delivery time is recorded on the system depending on the level of response and processing capabilities of the system, the agreement between Sacombank and Customer. Delivery time is understood to have latency and not match with the value time/transaction time.
- 4.2. Sacombank does not ensure that the provision of Service would be consecutive and uninterrupted. Customer could use Service at any time committed by Sacombank to daily provide Service and accept that they may not access, use and perform some or all of Services' features due to system maintenance or system malfunctions. In cases of unexpected errors or regular maintenance of systems, Sacombank will notify the Customer via appropriate channels, such as the website, OTT, Application, or messages for each situation. The plan of regular maintenance of systems shall be notified at least 01(one) day in advance of the scheduled maintenance date. Regarding unexpected technical errors, the notification could be informed either before or after the technical error occurs.
- 4.3. Sacombank does not guarantee that the provision of the Service via electronic means shall be completely uninterrupted or error-free; the transmission information is lost; appear viruses causing damage to the Customer's computer system and

mobile phone when the Customer accesses the email/mobile phone/Application to view the transaction.

- 4.4. Customer agreed that Sacombank may suspend, change, and supplement the Alert methods provided that the Customer shall be received all the Alert message provided by Sacombank by other methods as instructed by Sacombank and shall notify the Customer 07 (seven) days in advance of the official implementation date via one of the means of communication as specified in this Contract.
- 4.5. Depending on Sacombank's policy from time to time, in case the Customer registers or is provided by Sacombank with several Alert methods, Sacombank may simultaneously send the Alert message via several Alert methods or suspend one or several the Alert methods, provided that: (i) notify Customer of the termination on sending of the Alert message via registered methods 07 (seven) days in advance of the expected termination date and (ii) maintain the sending of the Alert message via one Alert method to optimize costs for the Customer and ensure all information received by the Customer under this Contract.
- 4.6. Sacombank may terminate or refuse to send the Alert message to perform transactions or suspend some or all features of the Customer's Service without having to notify the Customer in advance when one of the following cases occurs: (i) the Customer violates regulations of Sacombank or the law on use and management of account; or (ii) as required by decision of law or competent authority; or (iii) circumstances involving forgery and risk; or (iv) when the interests of the Customer/Sacombank/a third party may be affected or damaged according to Sacombank's judgment; or (v) Sacombank detects that Customer violates any regulations of this Contract; or (vi) Customer does not meet the conditions to use the Service; or (vii) Customer violates any commitment with Sacombank whether or not such commitment is related to the use of the Service; or (viii) force majeure events (ix) other cases as specified in the Contract.

ARTICLE 5: DOCUMENTARY

- 5.1. Materials and Documents involving the Service between Sacombank and Customer, as well as data recorded, confirmed and saved by Sacombank shall be the evidence of transactions between Customer and Sacombank, consisting of the full legality of Agreement confirmed by Sacombank and Customer.
- 5.2. The invoice of transactions having arising fees, charges on Customer's account would be issued in form of electronic by Sacombank (Electronic invoice). Customer could actively search, view and save Electronic invoice on website <https://hoadondientu.sacombank.com> or visit to any Sacombank's Transaction points upon having any requests on converting invoice or registration information to login and search the Electronic invoice.

ARTICLE 6: TARIFF AND TRANSACTION LIMIT

- 6.1. Tariff (including charge rate and charge collection method) for using Service and/or relevant Services shall be regulated by Sacombank in each period. For the change on charge types and rates, Sacombank shall notify Customer via one of methods such as mobile phone, Sacombank's website or other suitable methods as decided by Sacombank. The tariff shall be valid for Customer if Customer continues using Service after the effectiveness of the new tariff.
- 6.2. Customer commits to pay charges for using Service and other products, services provided by Sacombank from the effectiveness of the Application On Registration/ Change for Using of Sacombank Alert.
- 6.3. Sacombank shall stop collecting charges, fees of using Service since the Application On Termination of Services takes effect (applicable for the charge-services).
- 6.4. Customer commits that if the Charge Payment Account of Customer is insufficient for charges and fees, Sacombank has the rights to debit the Customer's other accounts opened at Sacombank or terminate to provide the Service.

- 6.5. Customer commits to pay the monthly charges for Sacombank. If over the mentioned period, the monthly charges have not been paid by Customer, Sacombank has the rights (but not obligations) to terminate providing the charge-Services and to recourse the previous unpaid charges in the next collection fee period.

ARTICLE 7: MODIFY AND SUPPLEMENT THE CONTENT OF TERMS AND CONDITIONS

- 7.1. Sacombank is entitled to modify and/or supplement this Terms and Conditions at any time but has to notify Customer before 01 (one) day its enforcement in forms (including but not limited): sending mail (or email) directly to address of Customer provided by Customer to Sacombank or publishing on website www.sacombank.com.vn or public communications or posting at Transaction Point of Sacombank or any other methods as suitable for the Customer. The modifications and/or supplementations shall be bound for Customer if Customer continues using Service after the effective date of such modifications and/or supplementations. Continuance to use Service by the Customer after the effectiveness of Contract's modification means that Customer completely accepts such modification.
- 7.2. If Customer does not agree with the modifications and/or supplementations, they have the right to terminate the usage of Service provided that the Customer has informed Sacombank 03 (three) days in advance of the expected termination date. Sacombank shall terminate the usage of Service of Customer within 07 (seven) days since the receipt date that Sacombank received the written notice on termination of usage of Service from Customer. Within the mentioned period, if Customer still continues to use Service, they have to pay for the charges, fees and comply with the regulations of this Terms and Conditions.

ARTICLE 8: GOVERNING LAW, DISPUTE RESOLUTION

- 8.1. This Terms and Conditions are governed by the laws of Vietnam;
- 8.2. If there is any dispute arising from the implementation of Terms and Conditions between Customer and Sacombank, such dispute shall be resolved by negotiation and mediation in priority; in case the Parties fail to meet the agreement after such negotiation and mediation, such dispute might be submitted to the competent court of Vietnam for resolution.
- 8.3. If there is any inconsistency in Terms and Conditions between English and Vietnamese language, the Vietnamese version shall prevail.

ARTICLE 9: THE VALID PERIOD AND ENFORCEMENT

- 9.1. These Terms and Conditions take effective since the Customer signed on the Registration/Change for Using of Sacombank Alert or confirmed on service registration under any other methods provided by Sacombank until there are any termination events.
- 9.2. Customer confirms to have read, understood and agreed all the Terms and Conditions on Alert Service ; and commits to comply with the Terms and Conditions as well as other relevant agreement(s) with Sacombank (regarding use of current accounts, payment cards, etc.).
- 9.3. Sacombank always gives effort to fully supply information technology infrastructure and personnel to consecutively provide Alert Service to Customer as committed in this Terms and Conditions.