

TERMS AND CONDITIONS

Article 1: The terms used in the “Terms and Conditions of SAIGONBANK online payment service” shall be construed as below:

1.1. **SAIGONBANK online payment service:** is applicable when account holder is allowed to make online transactions through the online licensing, data processing and payment supported by the coordination between SAIGONBANK and Banknetvn.

1.2. **SAIGONBANK:** is the Bank who manages the customer’s account, be responsible for receiving application for account opening/ card issuance, processing the opening and management of account/ card, and finalise settlement with the account holder.

1.3. **Account holder:** is the owner of account/ card issued by SAIGONBANK to perform a transaction through account or card and any other transactions.

1.4. **Account:** is the customer’s account opened at SAIGONBANK for the purpose of online payment service of SAIGONBANK, and for other transactions allowed by SAIGONBANK.

1.5. **Agents:** are organizations or individuals who supply goods / services and have signed agreements with Banknetvn to allow payment for goods and services through SAIGONBANK Account or Card instead of cash.

1.6. **OTP (One Time Password):** is the password, which is used only once in a certain period of time and can be customized, issued by SAIGONBANK through various means including but not limited to website, email, mobile phone and other specialized devices for providing password.

Article 2: Performing online payment transaction

Customer makes online payment for agent (*via Internet*). Based on information provided by customer, SAIGONBANK will check the accuracy of registered information on customer’s account and payment content, and then transfer funds from customer’s account to the agent’s account. The specific guideline for online payment is available on SAIGONBANK’s website (<http://www.saigonbank.com.vn>) and leaflets available at branches – transaction offices of SAIGONBANK.

Article 3: Rights and obligations of customer employing online payment service of SAIGONBANK

3.1. Rights:

- Being provided with guideline and password for online payment service;
- Being provided with transaction statement as per request in compliance with SAIGONBANK’s regulations;
- Being entitled to services provided by SAIGONBANK;
- Being entitled to inquiry, tracer or financial appeals for online payment transactions within 30 (*thirty*) days from the date of the transaction.
- Requesting service termination in writing sent to SAIGONBANK.

3.2. Obligations:

- Complying with the terms and conditions for online payment regulated by SAIGONBANK.
- Being responsible for security of OTP, mobile phone number; assuring that customer’s own password and mobile phone number cannot be improperly utilized by others to produce fraudulent transactions in online payment service; Being responsible for any loss or damage caused by the fact that client’s own mobile phone number and/or OTP have been intentionally or unintentionally lost to others leading to such fraudulences.
- Best timely notifying SAIGONBANK in writing when client’s mobile phone has been stolen or misplaced, and when it is suspected that client’s mobile and password have been stolen or exploited by others.
- Timely checking and duly paying relevant service charges (if any).
- Resolving any dispute concerning goods and services with agents.

- Taking all reasonable measures to ensure the safety and compatibility of machines, connecting devices, system software, application software, etc. when connecting, and accessing service platform in order to control and prevent unauthorized access.

Article 4: Rights and obligations of SAIGONBANK

4.1. Rights of SAIGONBANK:

- Being disclaimed from all disputes between customers and agents on amount and time of payment and other problems at any time, even before, during and after SAIGONBANK has transferred to agents’ accounts;
- Debiting customers’ accounts according to their eligible internet payment orders to pay agents;
- Debiting for fees and funds concerning the client’s online payment;
- Providing competent authorities with the details and information about customers, accounts, etc. in compliance with the prevailing laws;
- Being disclaimed from clients’ complaints concerning online payment service if date of complaint is after transaction date over 30 (*thirty*) days;
- Refusing transaction if customers do not comply with regulations covering the online payment service of SAIGONBANK;
- Other rights as prescribed by the prevailing laws.

4.2. Obligations of SAIGONBANK:

- Complying with regulations of the prevailing laws on opening account and effecting clients’ payment orders.
- Being responsible for information confidentiality relating to account holders and clients’ payment orders unless otherwise stipulated by laws.
- Being responsible for suspending service within 01 (*one*) hour after receiving written notification of customers for service temporary suspension or termination.
- Solving inquiry, financial appeals for online payment transactions within 30 (*thirty*) days from transaction date.
- SAIGONBANK will not be responsible for clients’ loss or damage emerging during service utilization, unless otherwise loss is caused by subjective fault of SAIGONBANK.

Article 5: Irrevocable online payment transaction

- Customers cannot revoke or modify any payment order that is successfully executed or the system has transferred funds to agent’s account and it has been recorded in SAIGONBANK’s system with adequate and valid information of payment orders and detailed payment process.

Article 6: Force majeure

SAIGONBANK has been disclaimed from unsuccessful payment transactions of clients in the following cases:

- Transactions interrupted due to service upgrading or repairing progress; network error caused by Internet suppliers; connection errors from the switchboard.
- System errors caused by force majeure reasons beyond our Bank’s control.
- Customers have entered wrong information leading to payment mistakes.

Article 7: Terms amendment

- SAIGONBANK can amend the “*Terms and conditions of SAIGONBANK online payment service*” by announcement on public media, website or transaction offices of SAIGONBANK or by other forms suitable to SAIGONBANK.
- If customers continue employing service after amendments of “*Terms and conditions of SAIGONBANK online payment service*”, this means customers entirely accept such amendments.
- If customers change/renew cards, existing terms and conditions of service are automatically applicable to the new cards, unless there are otherwise written requests.