

# GENERAL TERMS AND CONDITIONS

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The following General Terms and Conditions (as the same may be amended from time to time by HSBC Bank (Vietnam) Ltd. at its sole discretion) apply to all accounts opened with the Bank. In addition, there are other specific terms and conditions applicable to particular services and types of accounts opened at the Bank. Copies of such terms and conditions are available upon request from the Bank or Bank's branch(es), where Customer opened Account(s).

## 1. Definitions

“**Account**” means each account the Customer holds with the Bank from time to time. The expression “Account” includes “Accounts” where appropriate.

“**Account Holder**” means the owner of each Account for individual Customer or legal representative or an authorised person delegated by legal representative for corporate Customer. The expression “Account Holder” includes “Account Holders” where appropriate.

“**Access Terminal**” means any device, including without limitation a computer, telephone or ATM/POS terminal, used by the Customer to access to an Account or other Bank services or products.

“**Amounts Owing**” means all amounts owed by the Customer to the Bank and any HSBC Group member whether in connection with an Account, other credit facility or any other reason from time to time and the costs incurred to collect Amounts Owing.

“**Authorised Signatory**” means, for each Account or service as provided by the Bank, the individual designated and whose signature has been registered by the Customer with the Bank via a mandate of account operation and banking services (the

“**Mandate**”) or equivalent (as supplemented or amended from time to time) as a person who is authorised to give Instructions and/or otherwise conduct banking activities on the Customer's behalf.

“**Bank**” means HSBC Bank (Vietnam) Ltd. and its transaction center, branches, transaction offices.

“**Business Day**” means any day on which the Bank is opened for business.

“**Customer**” means the organisation or individual named on the Account Opening Form.

“**E-Banking**” means all present and future services offered directly or indirectly by the Bank or HSBC Group through any Access Terminal or other transactional, communication or information system, including all Internet or telephone banking and all other electronic or automated services.

“**HSBC Group**” means all entities in which HSBC Holdings plc holds, directly or indirectly, a controlling interest.

“**Instructions**” means any instructions in writing or in any other forms (corresponding with each specific banking service) provided or purportedly provided by the Customer, including but not limited to instructions from an Authorised Signatory and received by the Bank directly or indirectly, via electronic means, telephone or other communication channel or device.

“**Instrument**” means any bill of exchange, promissory note, cheque, cash, note, bank drafts or other order for payment of money, negotiable instrument, payment remittance or other valuable items or instruments that the Bank issues, negotiates, pays or processes on Customer's behalf or that the Bank takes from the Customer for deposit or for discount, collection or acceptance or as collateral security.

“**Joint Account Holder**” means Account Holder(s) of Joint Account as specified in Article 7 herein.

“**Statement of Account**” means a statement of account information showing transaction(s) for the Customer's Account and includes monthly or periodic statements of account; a summary of accounts viewed or viewable by the Customer each time they access E-Banking; a statement sent by the Bank by mail or by electronic means, and further includes a statement consolidating information for more than one of the Customer's Accounts. For Personal Banking Customers, Statements of Account will be generated only in months where transactions occur. If no transaction takes place within the statement cycle date, the Statement of Account will not be generated for that month and any transaction occurring after the statement generation date will be shown on the following month's Statement of Account.

“**Transaction Record**” means a written or electronic record of activity or information pertaining to an Account or Instruction which may be issued by the Bank and includes without limitation, all Statements of Account, receipts, transaction records or confirmations generated by the Bank.

## 2. Use of Accounts/Services

2.1 The Customer agrees to use each Account in accordance with this General Terms and Conditions and only for lawful purposes. The Bank reserves the right to investigate illegal or improper use of any Account and may close an Account, suspend Account activity or otherwise limit or cancel services to ensure compliance with this General Terms and Conditions or any applicable laws.

2.2 The Customer also agrees to use all Accounts, any product or service and E-Banking in accordance with any supplemental agreement or service guide or user manual issued by the Bank from time to time.

## 3. Acceptance of Instructions

3.1 The Customer agrees to do all things necessary to ensure that each Authorised Signatory is at all times duly appointed and properly authorised to give all Instructions issued by them. The Customer hereby directs the Bank to accept and rely upon all Instructions that reasonably appear, or the Bank believes to have come from an Authorised Signatory as valid, duly authorised and binding upon the Customer for the direction of the Accounts and carrying out any transactions with the Bank.

3.2 The Customer authorises the Bank to accept without any further verification, and the Customer agrees to be responsible for and indemnify the Bank against and save the Bank harmless from any damage, claims, indebtedness, action, causes of action, expenses, including legal, accounting and other expenses, taxes, levies, fines, fees or penalties suffered or incurred by, or brought against, the Bank and the Bank may suffer as a result of accepting and acting by the Bank on Instructions, agreements and documents for transactions submitted to the Bank by Customers. Notwithstanding the foresaid agreement of this Article, the Bank reserves the right to refuse any electronic means or telephone Instructions in its sole discretion.

3.3 Any changes in relation to the operation of the Account shall be effective 3 (three) working days after the Bank's receipt of written Instruction(s) and other supporting documents if needed from the Customer.

## 4. Term Deposits

4.1 The Customer may provide Instructions to the Bank to hold funds in an Account as a Term Deposit (“Term Deposit Placement Instruction”) which Term Deposit shall be held at the Bank's applicable rates from time to time. On such Instructions being provided, the Customer and the Bank will determine and agree in respect of the Term Deposit the term or maturity date, the currency, the interest rate and other relevant Instructions.

4.2 The Customer acknowledges that the Bank shall only process the Term Deposit Placement Instructions if the Customer maintains sufficient funds in the Account and the Bank has received all necessary documents.

4.3 If the Bank does not receive further Instructions in respect of both the principal and interest in accordance with the notice period as determined by the Bank from time to time, the Bank will on maturity of a Term Deposit automatically renew the matured principal plus interest on the date of maturity of the Term Deposit for another term equal to the length of the previous Term Deposit and at the applicable interest rate at the time of renewal and continue to renew the Term Deposit in this manner until Instructions are received to the contrary.

4.4 If the Customer gives Instructions relating to a portion of the funds in Term Deposit on maturity, it must give specific Instructions relating to the remaining funds in the Term Deposit. If the Customer does not provide clear, specific Instructions in respect of the remaining funds in the Term Deposit, the Bank may, in its sole discretion, renew the remaining funds in the Term Deposit in accordance to article 4.2 or credit the funds to another Account of the Customer pending receipt of clear, specific Instructions. The Bank will have no liability of any kind whatsoever to the Customer for taking any of the actions referred in this article 4.3.

4.5 In the event of early termination of a Term Deposit as accepted by the Bank, the Customer might incur charges in accordance with the Bank's policy in force from time to time.

4.6 The Bank shall have the right to revise from time to time the minimum amount and minimum period for each time deposit.

4.7 The Bank shall not be obliged to act on any instructions relating to the withdrawal of any time deposit unless the Account holder produces his identity card or passport or other satisfactory form of identification acceptable to the Bank.

4.8 Customers are not allowed to use the Term Deposit Account Advice as pledge or guarantee for loans at any and other banks except it is approved by the Bank.

4.9 For foreign currency Time Deposits.

4.9.1 The Account Holder agrees to be conclusively bound by the rate of exchange quoted by the Bank to the Account Holder at the time of placement of the foreign currency time deposit as the rate for the conversion of the relevant currencies determined by the Bank to be prevailing in the relevant foreign exchange market at the relevant time.

4.9.1 The Account Holder acknowledges and accepts that the net return on the Account Holder's foreign currency time deposit will depend on market conditions prevailing at the time of maturity, and that the Account Holder is prepared to risk any loss as a result of a depreciation in the value of the currency paid or as a result of foreign exchange controls imposed by the country issuing the currency. The Account Holder acknowledges and accepts that such loss may offset the net return on such foreign currency time deposit and may even result in the loss of the foreign currency time deposit or a part thereof. For the purposes of this Clause, “market conditions” shall mean any practices in the relevant interbank market relating to the method of interest rate fixing and the calculation of interest on deposits in the relevant foreign currency, involving such factors as the day count basis, the meaning of Business Days and the basis of settlement.

## 5. Set-Off

5.1 The Customer agrees that the Bank may consolidate and set-off any Amounts Owing as between Accounts. The Bank may also consolidate and set-off any Amounts Owing against the Customer funds or accounts held with any subsidiary/branches of the Bank, in accordance with the applicable terms and agreements of such members.

5.2 Without limiting the foregoing, if the Customer has insufficient funds on deposit in any Account to satisfy the Amount Owing at any given time and the Customer is in default, all Amounts Owing are deemed to be secured by any Instrument (including but not limited to a Term Deposit) issued by the Bank to the Customer and the Bank may, at its sole option, deem such Instrument immediately due and payable and set-off the proceeds against any Amounts Owing.

5.3 Without prejudice to any provisions in this Article, the Bank shall be entitled at any time at its discretion:

5.3.1 to debit any Account with any sums due and payable to the Bank by the Customer under the General Terms and Conditions or otherwise;

5.3.2 to convert any sums into such currencies as the Bank may consider appropriate in accordance with the General Terms and Conditions;

5.3.3 to combine, consolidate or merge all or any of the Customer's Accounts, whether subject to notice or not and denominated in whatever currency, held alone or jointly with others, and wheresoever situate; and

5.3.4 to retain, apply, set-off or transfer any amount owing by the Bank to the Customer or standing to the credit on any Account (whether demand deposit, Term Deposit or otherwise) in respect of the Customer towards payment of any amount in any currency at any time owing from the Customer to the Bank.

5.4 Where any debit, conversion, combination, set-off or transfer in accordance with this section requires the conversion of one currency into another, such conversion shall be made in accordance with the General Terms and Conditions.

5.5 The Bank shall be entitled to accelerate the maturity of any Term Deposit for the purposes of this section (in which case the amount applied shall be net of the Bank's usual charge for early withdrawal).

5.6 For the purposes of this section, obligations or liabilities owed by the Customer to the Bank or by the Bank to the Customer may be present, future, actual, contingent, primary, collateral, several or joint.

5.7 All assets of the Customer held by the Bank are subject to a general lien in favour of the Bank and the Bank shall have power to withhold and/or sell such assets for the discharge of the Customer's obligations to the Bank or its subsidiaries/branches.

5.8 The rights created under this section shall be in addition to and independent of any other security which the Bank may at any time hold.

## 6. Transaction Record and Notification

- 6.1 Statements of Account are sent at monthly intervals or at frequency as requested by the Customer, except where no transaction has occurred within the statement cycle date with respect to Personal Banking Customers and unless otherwise required by law.
- 6.2 The Customer is deemed to have received and be aware of all transactions disclosed on each Transaction Record or Statement of Account for the preceding month, whether the Customer actually receives one or not, on the earlier of: the day the Customer actually receives a Transaction Record or Statement of Account; the day on which the Customer becomes aware of facts that reasonably put it on enquiry as to the possibility of errors, omissions or irregularities affecting its Account including any fraud or unauthorised activity; or 15 (fifteen) days after the day on which the Statement of Account is delivered by the Bank to the Customer as agreed in the Account Opening Form whether the Customer actually receives a Transaction Record or Statement of Account or not. Statements of Account shall also be deemed to have been delivered if placed in an Customer's locker box at the Bank in circumstances where such Customer requests the Bank to provide a locker box facility. The Customer will further be deemed to have received a Statement of Account each time they access E-Banking provided by the Bank from time to time subject to relevant regulations set out by the Bank for such specific services and products.
- 6.3 The Customer will notify the Bank in writing if the Customer does not receive any Statement of Account within the time period the Customer should have received it, in accordance with clause 6.1. If the Customer elects not to receive a Statement of Account, the Customer waives its right of protest.
- 6.4 Promptly upon receipt of each Statement of Account and in any event no later than 30 (thirty) calendar days from the date on which the Customer is deemed to have received that Statement of Account ("**30 Day Review**"), the Customer agrees to examine and verify, each entry appearing on a Statement of Account, reconcile it with the Customer's own records and immediately notify the Bank in writing of any errors, omissions, irregularities, including but not limited to forgeries, any fraudulent or unauthorized transactions or any other objections the Customer has to that Statement of Account (collectively, "**Account Irregularities**"). If the Customer fails to notify the Bank within the 30 Day Review or such shorter time as may be required by the laws of Vietnam, the balance shown on the Statement of Account(s) and all entries including Account Irregularities, will be deemed correct, complete, authorized and be conclusive evidence and binding upon the Customer and the Bank will be released from all liability for any transaction occurring up to the date of the most recent Statement of Account except for transactions the Customer gave notice of in accordance with this article.
- 6.5 In addition to the consequences set out elsewhere, if the Customer fails to abide by its obligations under this article 6.5, and if the Customer's conduct or omission causes or contributes to a loss on its account (losses of any kind whatsoever, taxes, levies, fines, fees or penalties suffered and/or incurred by, or brought against the Bank), then the Customer agrees that the Bank will not have any responsibility to the Customer with respect to such loss. The Customer acknowledges that the failure to review Statements of Accounts in a timely manner as required pursuant to this article will be deemed to cause or contribute to the loss on the account to the extent of any loss occurring subsequent to the time that any error or omission would have been discovered if the Statement of Account or Transaction Records been reviewed in accordance with these General Terms and Conditions. The Customer acknowledges that the Bank's maximum liability to the Customer will be limited to actual direct loss in the principal amount wrongfully or erroneously withdrawn from the Customer's account due to the Bank's gross negligence or willful misconduct.
- 6.6 The Customer(s) shall be deemed to have agreed and to authorise to Bank to change statement cycle, statement delivery status, including but not limited to changing statement delivery status from mailing to holding without any further inquiry or claim, if the correspondent address of the Customer is changed without the Bank having received written notice from the Customer, or if correspondences (including statements) which the Bank may from time to time mail to the Customer at the address previously registered with the Bank is returned by the post office or any other delivery agents for whatever reason, or when there has been no debit transaction on the Account for a period of twelve (12) months and above..
- 6.7 The Customer warrants that all particulars given to the Bank (whether in an Account Opening Form or otherwise) are, to the best of the Customer's knowledge, accurate. The Customer undertakes to notify the Bank of any changes to these particulars. In particular, the Customer must notify the Bank without delay of any changes in the Customer's name and address, as well as the termination of, or amendment to, any powers of representation towards the Bank conferred on any person.

## 7. Joint Accounts

- 7.1 "Joint Accounts" means any Account which is held in the name of more than one person.
- 7.2 Unless otherwise as agreed in writing by all Joint Account Holders and accepted by the Bank, any Instruction in respect of direction of a Joint Account must be issued by all Joint Account Holders.
- 7.3 Each Joint Account Holder shall be entitled to deal freely with any moneys in the Joint Account provided that a consent from the other Joint Account Holder is obtained, unless otherwise expressly agreed in writing by the Joint Account Holders and approved by the Bank.
- 7.4 The responsibility of each Joint Account Holder of a Joint Account will be as follows:
- 7.4.1 to be liable for any indebtedness to the Bank created by any other Joint Account Holder(s) in respect of the Joint Account. Such liability will include but not be limited to any agreement by the Bank to allow the Account to be overdrawn;
- 7.4.2 to inform any other Joint Account Holder(s) of any notice or communication by the Bank. It is understood that a notice or communication given by the Bank to any one Joint Account Holder will bind all the other Joint Account Holder(s);
- 7.5 If the Bank enters into any arrangement with one Joint Account Holder, such arrangement shall not release or diminish in any way the obligations of the other Joint Account Holders.
- 7.6 If for any reason any of these terms and conditions do not apply to or cannot be enforced against a Joint Account Holder, they will remain binding on all other Joint Account Holders.
- 7.7 Instructions given by any Joint Account Holder in accordance with the Account Mandate given to the Bank will bind the other Joint Account Holders.
- 7.8 The bankruptcy or insolvency of any Joint Account Holder shall not affect the obligations of the other Joint Account Holders.
- 7.9 If any Joint Account Holder being individual dies or is insane or otherwise legally incompetent to operate the Joint Account or any Joint Account Holder being organization ceases its operation as provided for by laws, then the right to use the Joint Account and obligations arising from use of such Joint Account shall be settled in accordance with the laws of Vietnam.
- 7.10 The funds in the Joint Account, upon the death of any Joint Account Holder will be settled in accordance with laws of Vietnam.
- 7.11 Should the Bank so require, each Joint Account Holder will enter into a letter of indemnity in such form as the Bank require.

## 8. Blockade and Closure of Account

### 8.1 Blockade of Account

- 8.1.1 The Bank reserves the right to block in whole or in part any credit sums in the Account in the following cases:
- (i) Upon proper written Instruction of the Customer;
  - (ii) Upon a decision or request in writing by authorised persons in accordance with the stipulations of the laws;
  - (iii) Other cases as stipulated by the laws;
  - (iv) When Account(s) has been opened but supporting document(s) for account opening as required by the Bank has not been provided sufficiently by the Customer.
- 8.1.2 The blockade of the Account shall terminate at the end of the term of the blockage of the Account as agreed between the Customer and the Bank or upon a decision or request for termination of the blocking by authorised persons in accordance with the stipulations of the laws or in accordance with the stipulations of the laws.

### 8.2 Closure of Account

- 8.2.1 The Bank may close any Account and revoke any cheque(s) and/or chequebooks in the following circumstances:
- (i) Upon written request of the Customer;
  - (ii) When Customer being individuals is dead, lost or does not have civil act capacity any longer;
  - (iii) When Customer being organisation terminates its operations in accordance with the stipulations of the laws;
  - (iv) In the event that the Customer breaches any law or any of these General Terms and Conditions or any other terms and conditions specific to particular types of Account, including but not limitation to failing to submit supporting documents for opening of Account as required by the Bank within 30 (thirty) days as from the date of the Account Opening Form or within a certain period as stipulated by the Bank from time to time.
  - (v) Upon the Account Closure, the remaining balance in the Account (less any banking charges) shall be paid as requested by the Customer.
- 8.2.2 For reasons of security and to protect the interests of the Customer the Bank, at its discretion, may suspend the operation of Account in circumstance where there has been no transaction on such Account for a 06 month period ("Dormant Account"). The following provisions shall be applicable to Dormant Account:
- (i) In the event that the Dormant Account balance reaches zero and no Instruction or notice from Customer is received by the Bank following 30 (thirty) days as from the date of the Bank's notice on Dormant Account, the Bank shall close Dormant Account;
  - (ii) For Personal Banking Customers, during the dormancy period of a Dormant Account, the Customer agrees that the Bank reserves the right to suspend the issuance of Statement of Account for that Dormant Account until the Bank receives further valid Instructions from the Customer to reactivate the account. This is pursuant to the Bank's policy on suppressing statements in cycles where no transactions take place; In addition. A charge over the Dormant Account will be applied as per the Bank's tariff from time to time until the account balance reaches zero and then such Dormant Account will be automatically closed without any further notice;
  - (iii) If there is no debit transaction through Dormant Account for 6 (six) subsequent months, the Dormant Account shall be identified as "Unclaimed Account". The Bank shall remain suspended and a charge over the Unclaimed Account will be applied as per the Bank's tariff from time to time until the account balance reaches zero and then such Unclaimed Account will be automatically closed without any further notice.

## 9. Cheques

- 9.1 A chequebook, if agreed by the Bank, will be issued to the Customer when opening Account(s).
- 9.2 The Customer shall ensure that cheque book(s) shall be kept in safe at all times and, as necessary, under lock and key so as to be inaccessible to unauthorised persons.
- 9.3 Cheques must be drawn in VND or in other foreign currencies subject to the laws of Vietnam.
- 9.4 Cheques must be presented for payment within 30 (thirty) days from the date of issuance (or on the next business day if such expiry date falls on a weekend or public holiday) or within a period as may be otherwise required by the laws of Vietnam from time to time.
- 9.5 Cheques issued by the Customer can only be cashed or be transferred to a designated account when being presented at the transaction center, any branches or any transaction offices of the Bank.
- 9.6 When a cheque or a chequebook is lost or stolen, the Customer must immediately report such loss in writing to the Bank.
- 9.7 All cheques must be written in non-erasable ink or ball-point pen in Vietnamese or English and be signed in conformity with the specimen signature registered with the Bank.
- 9.8 The Customer should exercise carefully when withdrawing cheques and agrees that Customer will not withdraw cheques by any means and/or in any manner which may enable a cheque to be altered or may facilitate fraud of forgery.
- 9.9 Cheques may not be altered or amended in any way even if such alteration or amendment is confirmed by the signature or initials of the drawer. The Customer acknowledges that the Bank will not be held responsible for losses arising from alterations which cannot be readily detected.
- 9.10 Applications for a new chequebook may be made by presenting the Bank's duly completed and signed chequebook application form from the Bank or by any other means acceptable to the Bank. The Bank, at its discretion, may refuse to issue a chequebook.
- 9.11 The Bank shall, upon receipt of a chequebook request, deliver the required chequebook to the Customer at the transaction center, any branches or any transaction offices of the Bank. The Customer will sign a receipt for the chequebook.

- 9.12 Upon receipt of a new chequebook, the Customer must verify the cheque serial numbers printed on the cheques as well as the number of cheques before use. Any irregularities must be immediately reported to the Bank.
- 9.13 The Customer agrees that he/she will be bound by the conditions printed on the inside cover of the chequebook and by other conditions in force.
- 9.14 The Bank shall be entitled to require the Customer to take such steps as may be necessary or desirable in the discretion of the Bank to ensure that all cheque transactions comply with the laws of Vietnam and/or any clearing system established in Vietnam.
- 9.15 In relation to foreign currency cheques only, the Customer undertakes only to use cheques in accordance with Vietnamese Law which imposes certain restrictions on making payments in Vietnam in foreign currency. The Bank has no responsibility to ensure a payment is lawful but may refuse to make a payment if the Bank is not satisfied that it is lawful.
- 9.16 The Bank shall not be liable to the Customer or any other person if, in fact, a cheque was not properly authorised by the Customer or the person to whom payment is ultimately made is not entitled to receive such payment or if the Bank would have been entitled to dishonour the cheque for any other reason.
- 9.17 The Bank shall not be liable to indemnify the Customer for any loss suffered by the Customer as a result of any fraudulent or forged cheque being honoured by the Bank except in circumstances where the Bank has received advice in accordance with these terms and conditions that that cheque had been lost, destroyed or stolen and that it should be stopped prior to the Bank's honouring the cheque.
- 9.18 The Bank reserves the right to impose a service charge in respect of returned or overdrawn cheques and to apply any further penalties or sanctions permitted or required by the laws of Vietnam.
- 9.19 The Customer may not draw against uncleared cheques or deposits. The Bank will have the right to determine when a cheque or deposit has been cleared.
- 9.20 If an amount is credited to Customer's Account incorrectly, the Bank may debit the Customer's Account with such amount in accordance with the procedures identified in Article 11.1 hereafter.
- 9.21 The Bank will not be responsible to the Customer if a cheque or other instrument sent for collection is not collected or paid.

#### 10. Instruction to Stop Payment

- 10.1 The Bank will endeavour to effect Instructions to cancel any payment provided that:
- 10.1.1 The Instructions shall be in writing and notice of at least 3 (three) Business Day has been given;
- 10.1.2 The payment is not guaranteed in any way;
- 10.1.3 The Bank has not already processed the payment instruction; or
- 10.1.4 The Bank has not advised the beneficiary bank that it will make the payment.
- 10.2 An Instruction to cancel a payment must include the Account number, date, name of payee, amount and currency denomination of the relevant Instrument. Any such Instruction will be effective in accordance with the Bank's practice in force from time to time. The Bank may require that notice be given in prescribed form of Instruction.
- 10.3 The Customer agrees to indemnify the Bank in respect of all liabilities, expenses, costs, legal fees which the Bank may incur as a result of the cancellation or non-payment of any Instruction. The Customer shall have no claim against the Bank if an Instruction or Instrument is honoured notwithstanding subsequent Instructions to the contrary.
- 10.4 The Customer agrees that a stop payment request may be processed by the Bank without further investigation.
- 10.5 The Bank shall only be bound to follow the Instruction once it is authenticated by the Bank and shall not be liable for having followed the unauthenticated Instruction if that Instruction was incorrect, false or unclear.
- 10.6 Unless the Bank otherwise agrees, once an Instruction has been given by a Customer, it cannot be cancelled without the consent of the Bank.

#### 11. General Provisions

- 11.1 Incorrect credit entries on Accounts for whatever reason may be reversed by the Bank through a debit entry. If the Bank ascertains an incorrect credit entry after a Statement of Account has been issued, it will debit the Account of the Customer with an equivalent amount (correction entry), and notify the Customer of any reverse entries and correction entries made at the time of issuing the next Statement of Account. With respect to the calculation of interest, the Bank shall record the entries retroactively as of the day on which the incorrect entry was made.
- 11.2 The Bank reserves the right to revise, amend or cancel, in whole or in part, any of the terms and conditions (including the Bank's charges) relating to any products or services it provides. The Bank may impose deposit charges on credit balances from time to time as the Bank in its discretion thinks fit. Any such revision, amendment, cancellation or charges will take effect from such time as brought to the attention of the Customer by display, advertisement or any other means the Bank deems fit.
- 11.3 The Bank reserves the right to use any documents relating to the Account in whatever manner the Bank deems appropriate.
- 11.4 Subject to the applicable Vietnamese regulations, the Bank may, at its sole discretion from time to time, destroy any cheques or other document relating to Accounts after they have been archived electronically (i.e. scanned or digital image forms) or microfilmed.
- 11.5 The Bank's charges as in effect from time shall apply to all Accounts and a list is available by the Bank upon request.
- 11.6 The Bank's performance is subject to the laws of Vietnam and the Bank shall not be liable for non availability of funds or any loss suffered by the Customer due to restrictions on convertibility or transferability, requisitions, involuntary transfers, foreign exchange controls, moratoriums, expropriations, acts of war or civil strife, or other causes beyond the Bank's control, whether arising in or outside Vietnam or in any place in which funds are deposited or may be transferred. In such circumstances, neither the Bank, the Bank's head office nor other branches, subsidiaries or affiliates shall be responsible for unavailability of funds caused by matters beyond the Bank's control.
- 11.7 The Bank has the right to release the Customer's records to any government authorities or other third parties pursuant to and as required by Vietnamese Law.

- 11.8 Provision on Data disclosure
- 11.8.1 To the maximum extent permitted by applicable laws, the Customer hereby requests the Bank to, and agrees that the Bank may, collect, use, store, process, disclose, transfer, compile, match, obtain (whether within or outside Vietnam), and/or exchange various information and personal data relating to the Customer and/or a third party that the Customer has supplied to the Bank and/or the Bank may possess (the Data) to or with such persons or organisations as the Bank may consider necessary to perform its obligations under these Terms and Conditions including but not limited to (i) any organisations, agency, authority in accordance with the laws and regulations of Vietnam, (ii) any banking or financial regulatory body in any country to which the Bank may be required or requested to disclose information, (iii) any company within the HSBC group of companies, being its holding, associated, affiliated and subsidiary companies from time to time or any of its or their delegates, (iv) any debt collection agency, credit bureau established in accordance with the laws of Vietnam, (v) any service provider, any third party, any business which the Bank engages during its course of business.
- 11.8.2 The Customer also agrees that any third party to whom the Bank has transmitted the Data can disclose the Data if legally compelled to do so (whether by Vietnamese laws or the law of any jurisdiction to which such information is transmitted).
- 11.8.3 The Customer represents and warrants that the Data does not constitute a State secret under the laws and regulations applicable to the protection of State secrets in Vietnam.
- 11.9 All receipts/deposits paid to the Bank for credit to an Account must be acknowledged by an automatically generated Bank voucher. The Customer shall retain such voucher for comparison where necessary. The Bank shall bear no liability to account for receipts/deposits where no such automatically generated Bank voucher is issued.
- 11.10 Provision on anti-money laundering
- 11.10.1 The Bank and other members of the HSBC Group are required to act in accordance with the laws, regulations and requests of public and regulatory authorities operating in various jurisdictions which relate to, amongst other things, the prevention of money laundering, terrorist financing and the provision of financial and other services to any persons or entities which may be subject to sanctions. The Bank may take, and may instruct (or be instructed by) any other member of the HSBC Group to take, any action which it or such other member, in its sole and absolute discretion, considers appropriate to take in accordance with all such laws, regulations and requests.
- 11.10.2 Such action may include but is not limited to: the interception and investigation of any payment messages and other information or communications sent to or by the Customer 's behalf via the systems of the Bank or any other member of the HSBC Group; and enquiries as to whether a name which might refer to a sanctioned person or entity actually refers to that person or entity; and close Account in the Bank's sole discretion.
- 11.10.3 Neither the Bank nor any member of the HSBC Group will be liable for loss (whether direct or consequential and including, without limitation, loss of profit or interest) or damage suffered by any party arising out of:
- (i) any delay of failure by the Bank or any member of the HSBC Group in processing any such payment messages or other information or communications, or in performing any of its duties or other obligations in connections with any accounts or the provision of any services to the Customer , caused in whole or in part by any steps which the Bank or such other member, in its sole and absolute discretion, considers appropriate to take in accordance with all such laws, regulations and request; or
- (ii) the exercise of any of the Bank's rights under this article.
- 11.10.4 In certain circumstances, the action, which the Bank may take, may prevent or cause a delay in the processing of certain information. Therefore, neither the Bank nor any member of the HSBC Group warrants that any information on the Bank's systems relating to any payment messages or other information and communications which are the subject of any action taken pursuant to this article is accurate, current or up-to-date at the time it is accessed, whilst such action is being taken.
- 11.11 Security Interests
- Without the prior written consent of the Bank, the Customer may not create any form of security over the Account(s).
- 11.12 Compliance with Vietnamese Law
- The Bank shall have the right to refuse to comply with any instruction given to it by the Customer until the Bank is satisfied that the instruction is in compliance with the laws of Vietnam.
- 11.13 Indemnity/Waiver
- 11.13.1 The Customer will indemnify the Bank against any and all liabilities, costs and losses whatsoever, and however and wherever arising, in connection with the provision by the Bank of an account to the Customer or the grant of any banking services or facilities. The Bank may debit the Customer's Account with any such liabilities, costs and losses.
- 11.13.2 The Customer waives any claim against the Bank arising out of the compliance by the Customer with the requirements of the Bank under these terms and conditions or any agreement, letter or document referred to in these terms and conditions.
- 11.13.3 The Customer agrees that they shall review statements or other notifications with respect to accounts in a timely manner and as required pursuant to any agreement with the Bank. The Bank shall have no liability of any kind whatsoever for any claims or liabilities which would or should have been discovered by the Customer had they reviewed the statements or notifications in a timely fashion, and the Customer waives all claims they may have against the Bank and releases the Bank from any claims and liabilities that the Bank would have to the Customer arising or contributed to after the time that the statements or notifications for the account should have been reviewed, whether or not any of the claims or liabilities resulted from the negligence of the Bank.
- 11.14 Receipt of updates
- Unless there is a clear Instruction in written form from Customer refusing to receive updates from the Bank, including but not limited to advertising and introducing of the Bank's products, services, the Customer, by signing on Account Opening Form, agree that the Bank can, at any time, update the Customer on its products and services in any form.

11.15 The Customer warrants that all particulars given to the Bank (whether in an Account opening form or otherwise) are, to the best of the Customer’s knowledge, accurate and acknowledges that Bank may make use of any such particulars recorded with the Bank (including without limitation address, telephone number, email address and fax number) as a means of communication with the Customer (whether through letters, telephone calls, SMS, fax, email or otherwise). The Customer undertakes to notify the Bank (in such manner as may be prescribed or accepted by the Bank from time to time) of any change of address, employment, telephone number, fax number, email address or other pertinent particulars recorded with the Bank.

11.16 Language/Law

11.16.1 These General Terms and Conditions are drawn up in English and Vietnamese and both have equal legal validity.

11.16.2 Any dispute between the Customer and the Bank shall be settled by the laws of Vietnam but to the extent the laws of Vietnam make no provision for the matter in question, it will be governed by the laws of Hong Kong.

11.17. Amendments to General Terms and Conditions

The Bank reserves the right to amend any of these General Terms and Conditions from time to time as it deems appropriate in its absolute discretion. Such amendments will be binding upon the Customer upon giving notification to the Customer using such means of notification as the Bank shall deem appropriate (including but not limited to display in the premises of the Bank or any of its offices or in the Statements of Accounts or in the Bank’s website or by such other method as the Bank may decide). The use of the Service and Accounts after the date upon which any changes to these General Terms and Conditions are to have effect (as specified in the Bank’s notice) will constitute acceptance without reservation by the Customer of such changes. If the Customer does not accept any proposed changes, the Customer must cancel or terminate the services with the Bank and close Account(s) prior to the date upon which such changes are to have effect.

#### Declaration

The Customer confirms and agrees that he/she/they is/are responsible for reviewing upon receipt all Account Statements or other notifications relating to an Account and, if the Customer fails to do so, the Bank will not be liable to the Customer for any losses incurred after the time that such information should have been discovered.

The Customer confirms that he/she/they has/haveread, agree and is/are bound by them (as amended from time to time). The Customer also agrees that these General Terms and Conditions along with the forms for opening the Account(s) and other terms and conditions provided by the Bank to the Customer in connection with any banking services shall constitute a valid, binding contract as between the Customer and the Bank.

## HSBC DEBIT CARD TERMS AND CONDITIONS

In these terms and conditions to which the use of Debit Card will be subject, “Debit Card” shall mean any card issued to the Cardholder by HSBC (the “Bank”) which may be used to effect banking transactions by electronic means. “Cardholder’s Account” shall mean any account nominated by the Cardholder in respect of the Debit Card.

1. The Debit Card is and will be at all times, the property of the Bank. The Bank reserves the right to withdraw, at its discretion, the Debit Card and/or any of the services thereby offered at any time without prior notice.
2. The Cardholder will be responsible for all transactions effected by use of the Debit Card, whether authorised by the Cardholder or not.
3. The Cardholder must sign the Debit Card immediately upon receipt. The Cardholder must not permit any other person to use it and should safeguard the Debit Card from misuse.
4. The Personal Identification Number (“PIN”) issued to the Cardholder for use with the Debit Card services and any number(s) substituted by the Cardholder for that purpose are strictly confidential. PINs should not be disclosed to any third party under any circumstances or by any means whether voluntarily or otherwise. The Cardholder should not keep any written record of any PIN in any place or manner, which may enable a third party to use the Debit Card.
5. The Cardholder’s Account will be debited with the amount of any withdrawal, transfer and/or other transactions effected by use of the Debit Card. The Cardholder will maintain sufficient funds in the Cardholder’s Account to meet any such transactions. The Cardholder shall not be entitled to overdraw the Cardholder’s Account with the Bank or withdraw funds by the use of the Debit Card in excess of the overdraft limit, if any, agreed with the Bank.
6. The loss or theft of the Debit Card should be reported to the Bank immediately by calling the Bank’s 24/7 Customer Service Hotline (848) 3823 7833 and confirmed in writing as soon as possible. The Cardholder will be responsible for all transactions effected by use of the Debit Card until such notification. The Bank will debit the Cardholder’s Account with any cost incurred in issuing a replacement Debit Card.
7. The Debit Card is valid up to the last day of the month/year indicated. The renewal of the Debit Card shall be sent to the Cardholder before the expiry of the Debit Card at the discretion of the Bank. HSBC reserves the sole right of renewing the Debit Card on expiry.
8. The Debit Card is accepted at the HSBC Group Automated Teller Machines (“ATM”) and ATMs of other banks worldwide, which are members of the VISA ATM network.
9. The Debit Card is for electronic use only and will be accepted only at the merchant establishments which have an electronic point of sale swipe terminal. Any usage of the Debit Card for purchases other than through an electronic point of sale swipe terminal will be deemed unauthorized and the Cardholder shall be responsible for such transaction.
10. As a security feature, the Debit Card issued will be initially activated. In order to activate the Debit Card for transactions at merchant establishments, the Cardholder will be required to perform one normal ATM transaction with the PIN, such as viewing their current account balance.
11. Cash deposited with any ATM by use of the Debit Card will only be credited to the Cardholder’s Account after successful verification by the Bank. The statement issued by the ATM at the time of deposit only represents what the Cardholder purports to have deposited and will not be binding on the Bank.
12. The Cardholder may withdraw cash in VND with the Debit Card from the Cardholder’s Account denominated in foreign currency at the prevailing exchange rate set by HSBC at the time of the withdrawal.
13. Cash withdrawals performed by Cardholder at the HSBC Group/VISA ATMs in countries other than Viet Nam will be subject to a cash withdrawal fee, as per the prevailing tariff of charges. Cash withdrawals at VISA ATMs in Viet Nam will also be subject to a fee and will be debited to the Cardholder’s Account at the time of posting the cash withdrawals.
14. A purchase from a Debit Card and a subsequent credit due to cancellation of goods/services are two separate transactions. The refund will only be credited to the accounts less cancellation charges (if any) when it is received from the merchant establishment. If the credit is not posted to the account within 30 days from the day of the refund, the Cardholder should notify HSBC, along with the copy of the credit note from the merchant establishment.
15. In case of Debit Cards linked to multiple Accounts, transactions at merchant establishments will be effected by debit to the Primary Account. Primary Account shall mean, in case of multiple Accounts linked to the Debit Card, the Account that has been designated as being the main/first Account of operation i.e. the Account from which purchase transactions, charges and fees related to the Debit Card are debited. In case this Account has insufficient funds to honour such transactions, HSBC will not honour the transactions even if the necessary funds are available cumulatively or severally in the other Accounts linked to the Debit Card.
16. The Bank will not be liable for any failure to provide any service or to perform any obligation hereunder where such failure is attributable (whether directly or indirectly) to any dispute or other circumstance beyond its control. The Bank will not be liable for any consequential or indirect damages arising from or related to the use of the Debit Card or the ATM. The Cardholder’s Account will be debited with such charges as the Bank may from time to time consider reasonable in respect of the Debit Card provided that prior notice of such charges is given to the Cardholder.
17. The Cardholder should notify the Bank’s 24/7 Customer Service Hotline in writing form provided by the Bank of any transaction in any statement that was invalid or unauthorised by the Cardholder within twenty (20) days from receiving date of the statement. If the Cardholder fails to report within the said period, the transaction(s) shown on the statement will be considered correct. When the Cardholder reports an invalid or unauthorised transaction, the Bank will carry out verification requirements within five (05) working days since the date of receiving proper notification from the Cardholder; consider to temporarily refund the disputed amount to the Cardholder’s Account (except dispute transactions related to cash withdraw from ATM) and not to impose any interest or finance charges on such disputed amount while it is under investigation by the Bank. If, following a good faith investigation by the Bank, the investigation results (which shall be binding on the Cardholder) show that the report made by the Cardholder was unfounded, the Bank reserves the right to collect the temporarily refunded amount and re-impose the finance charges on the disputed amount over the whole period, including the investigation period. The retrieval fee for the photocopy of sales slips and the dispute investigation fee subject to Cardholder’s fault (as specified in the Debit Card Fees and Charges) will be debited to the Cardholder’s Account for each disputed transaction.
18. The Cardholder agrees that the Bank may at its discretion use, store, disclose, transfer, compile, match, obtain and/or exchange (all whether within or outside Vietnam) the Cardholder’s personal details and information, all details and information pertaining to the Cardholder Account and any of the Cardholder’s transactions and dealings with or through the Bank (collectively, “Personal Data”) to, from or with any person as the Bank may consider necessary (including without limitation any member of the HSBC Group, any service provider or third party, any bureaus or agencies or competent authority established or to be established by the State Bank of Vietnam or by other authorities and/or any debt collection agencies that may be appointed by the Bank) for any and all purposes including without limitation (i) in connection with any account, product or service and/or in connection with matching for whatever purposes any such Personal Data concerning the Cardholder in the Bank’s possession; and/or for the purposes of promoting, improving and furthering the provision of other services by the Bank and any member of the HSBC Group to the Cardholder; and/or (ii) for the purposes of fraud or crime prevention, audit and debt collection and in order that services may be processed for the Bank; and/or (iii) for purposes of investigating, reporting, preventing or otherwise in relation to money laundering, terrorist financing and criminal activities; and/or any other purposes and to such persons as may be in accordance with the Bank’s general policy on disclosure of Personal Data as set out in statements, circulars, notices or other terms and conditions made available by the Bank to the Cardholder from time to time. The Cardholder understanding that the Bank, or any member of the HSBC Group or any third party to whom the Bank has transmitted information about the Personal Data, will be obliged to disclose such information if legally compelled to do so (whether by Vietnamese law or the laws of any jurisdiction to which such information is transmitted). All Personal Data held by the HSBC Group or by its sub-contractors or agents will be afforded at a reasonable level of protection against any unauthorised or accidental disclosure, access or deletion. The Cardholder agrees to the Personal Data being used as described and that it may be transferred as stated above.
19. The Bank reserves the right to add to, delete and/or vary any of these terms and conditions upon notice to the Cardholder. Use of the Debit Card after the date upon which any change to these terms and conditions is to have effect (as specified in the Bank’s notice) will constitute acceptance without

reservation by the Cardholder of such change. If the Cardholder does not accept any proposed change, the Debit Card must be returned to the Bank prior to the date upon which such change is to have effect.

20. Any notice hereunder sent by post will be deemed to have been received by the Cardholder within three days of posting to the address last notified in writing to the Bank by the Cardholder. Publication of change by such means as the Bank may consider appropriate will constitute effective notice to the Cardholder thereof.
21. If more than one person and/or entity signs in Debit Card application forms and agrees to be bound by these terms and conditions, the obligation and liabilities of such persons hereunder will be joint and several and, as the context may require, words herein denoting the singular only will be deemed to include the plural. Any notice hereunder to any one such person and/or entity will be deemed effective notification to all such persons and/or entities.
22. The Bank's record of transactions processed with respect to the use of the Debit Card will be conclusive and binding for all purposes.
23. These terms and conditions shall be governed by and construed in accordance with the laws of Vietnam. These terms and conditions are made in English and Vietnamese. In case of discrepancies between the English and Vietnamese versions, the Vietnamese version shall prevail.

Note: In these terms and conditions and any associated documents, any reference to "HSBC" or the "Bank" includes branches and subsidiaries of the Hongkong and Shanghai Banking Corporation Limited (HSBC) in Vietnam and their successors

## PHONEBANKING SERVICES TERMS AND CONDITIONS

IMPORTANT! Before you use the "PhoneBanking Services", please read carefully these Terms and Conditions, which set out the Bank's obligations to you and your obligations to the Bank. By using "PhoneBanking Services", you are deemed to have accepted the Terms and Conditions printed below, as the same may be amended from time to time, and agree to be bound by them.

### 1. Interpretation

In these Terms and Conditions, unless the context otherwise requires.

"Account" means any or all personal accounts (as the context may require), including Dedicated Transferor Account(s) and Credit Card Account(s) (as defined below), opened or to be opened from time to time with the Bank (as defined below) with which the PhoneBanking Services (as defined in Clause 3 below) is established.

"Bank" (or "HSBC") means HSBC Bank (Vietnam) Ltd. and its transaction center, branches, transaction offices.

"Credit Card" means a credit card issued by the Bank to the Customer (as defined below).

"Credit Card Account" means a credit account established in conjunction with the issuance of a Credit Card.

"Customer" means the natural person who has applied for the use of PhoneBanking, and/or the person to whom one or more of the Credit Cards are issued by the Bank (including primary cardholder and supplementary cardholder) and to whom the PhoneBanking Services are applicable.

"Dedicated Transferor Account" means the account maintained with the Bank for the time being designated by the Customer for the purpose of making withdrawal of funds in relation to the PhoneBanking Services.

"Personal Identification Number" (or "PIN") means the code number issued by the Bank to the Customer in connection with the use of the PhoneBanking Services for the purpose of identification in giving instruction to the Bank by telephone or such other number(s) substituted by the Customer and accepted by the Bank from time to time.

"PhoneBanking Services" means the services provided by the Bank for the conduct of the Transactions (as defined below), including (i) Transactions which may be conducted at all hours with the assistance of a staff of the Bank upon instructions of the Customer via the telephone, (ii) Transactions which may be conducted at all hours using the automated service via the telephone by the Customer without the assistance of a staff of the Bank and (iii) such other Transactions which the Bank may make available from time to time.

"Transaction" means any dealing on the Customer's account as well as the utilisation and obtaining of other banking services and information which the Bank may arrange from time to time upon such terms as the Bank may impose.

Words importing the singular number shall include the plural number and vice versa. Words importing any gender shall include any other gender.

### 2. Consideration

- (a) In consideration of the Bank agreeing at the request of the Customer to provide the Customer with the use of PhoneBanking Services, the Customers agrees to use PhoneBanking Services in accordance with these terms and conditions.
- (b) The Customer shall be liable and be bounded by these terms and conditions both jointly and severally when the Accounts are joint accounts.

### 3. Operation of PhoneBanking Services

The Customer may use PhoneBanking Services to:

- (a) enquire as to the balance of the Account;
- (b) obtain information on recent transactions performed on of the Account;
- (c) transfer of funds from the Dedicated Transferor Account to the Credit Card Accounts of the Customer with which the PhoneBanking Services are established within the pre-defined dedicated transfer limits;
- (d) obtain information on exchange and deposit rates;
- (e) perform other types of banking and credit card services as the Bank may from time to time introduce.

### 4. The Customer hereby:

- (a) acknowledges that the PIN may be sent to the Customer by post or may be collected by the Customer at the branch of account or as arranged by the Bank. Any person collecting the PIN on behalf of the Customer, and purporting to be duly authorised in writing by the Customer shall be deemed by the Bank to be so authorised.
- (b) (agrees that (i) the Bank is expressly authorised to act on any telephone instruction given through the use of the PhoneBanking Services where such telephone instruction is given together with the PIN; (ii) the Bank shall be entitled to treat such telephone instructions as valid and correct and given by the Customer; (iii) the Bank shall not be liable for acting upon such telephone instruction; and (iv) the Bank shall not be under any duty seek any verification other than the PIN and shall not be under a duty to verify the identity of the Customer;
- (c) undertakes to keep the PIN strictly confidential at all times and agree not to disclose the same to any third party or any unauthorised persons under any circumstances and the Customer confirms that he/she will not keep any written record of the PIN in any place or manner which would enable a third party or any unauthorised person to have access to the same. The Customer is requested not to substitute the PIN supplied to him/her by the Bank with a number which corresponds with the Customer's telephone number, personal identity or passport number, date of birth or other similar identification number which could facilitate an unauthorised person to effect a telephone instruction. In the event that any unauthorised person uses the Customer's PIN to effect a telephone instruction, the Customer shall immediately notify the Bank pursuant to sub-clause 4(d) below and agree to co-operate and provide reasonable assistance to the Bank, the police and to any other persons the Bank may consider appropriate for the purposes of conducting an investigation. The Customer understands and agrees that he/she shall hold the Bank harmless and keep the Bank indemnified in respect of any transaction undertaken by or any amount transferred by the Bank pursuant to a telephone instruction if the transaction or the transfer of the underlying funds was made through an instruction given together with the Customer's PIN before the Customer notifies the Bank in accordance with sub-clause 4(d) below;
- (d) undertakes to notify the Bank immediately in writing upon becoming aware that the PIN has or may have become known to any unauthorised person. The Bank will not be liable for any loss (direct or consequential) arising from the use of the PhoneBanking Services until such time as the Bank receives such written notification. Upon receiving such written notification, the Bank will no longer accept any telephone instruction given through the use of the PhoneBanking Services until a new PIN has been issued to the Customer, and shall not be liable for any loss incurred as a result;
- (e) agrees to ensure that there are sufficient funds in the Customer's Account(s) and credit facilities for the purpose of effecting the telephone or other instructions given from time to time and the Bank shall not be deemed to be under any obligation whatsoever to effect any telephone instruction whereby the amount to be transferred exceeds the balance of the Dedicated Transferor Account nor shall the Bank be liable for any consequence arising out of the Bank's failure to carry out such instructions due to inadequacy of funds and/or credit facilities. However, the Bank may, at its discretion, effect such instructions notwithstanding the inadequacy of funds and/or credit facilities and without seeking prior approval from or notice to the Customer. In which case, the Customer shall be responsible for the resulting overdraft, advance or credit arising as a result of such

instructions.

- (f) agrees that the Customer shall promptly notify the Bank should the sole Dedicated Transferor Account be converted into a joint account in which the joint signing authority accords to his/her joint account mandate and the Bank reserves the right to terminate the provision of the PhoneBanking Services as the Bank in its absolute discretion thinks fit.
- (g) agrees that any foreign exchange rate or interest rate quoted by the Bank in response to a telephone instruction is for reference purposes only and shall not be binding on the Bank unless confirmed by the Bank for the purpose of a transaction. Such confirmed foreign exchange rate or interest rate, if accepted by the Customer through the PhoneBanking Services, shall be absolutely binding on the Customer notwithstanding that a different foreign exchange rate or interest rate might have been quoted by the Bank at the relevant time through other means of communication;
- (h) agrees that the Bank shall not be liable to the Customer for any failure to carry out any telephone instruction where such failure is attributable, whether wholly or in part, to any cause beyond the Bank's control including any act of God, government act or act of any governmental officer, war, floor, fire, disruption or failure in any communication facilities, telecommunication breakdown, equipment malfunction or failure, loss of power, explosion, accident, civil commotion, industrial dispute or any other kind of force majeure and under no circumstances shall the Bank be responsible to the Customer for any indirect or consequential losses arising out of or in connection with the carrying out or failure to carry out a telephone instruction;
- (i) undertakes to keep the Bank indemnified at all times against, and to hold the Bank harmless in respect of, all actions, proceedings claims, losses, damages, costs and expenses which may be through against the Bank or suffered or incurred by the Bank and which shall have arisen either directly or indirectly out of or in connection with the Bank accepting telephone instructions and acting of failing to act thereon unless such losses or claims arise directly out of the willful default of the Bank and such indemnity shall continue notwithstanding that the Customer may have ceased to use the PhoneBanking Services or the Bank has ceased to offer the same;
- (j) agrees that, with respect to joint accounts, telephone instructions given through the use of the PhoneBanking Services will be binding upon the Customer when given by any one of the joint account holders and the Bank shall be entitled to rely on the same as if each of the joint account holders had expressly authorised such telephone instruction;
- (k) understands and agrees that the Customer's right to give telephone instructions pursuant to the Terms and Conditions herein shall at all times be subject to the discretion of the Bank and that the Bank may at any time revoke such right without prior notice and/or cancel the PIN at any time as the Bank deems appropriate for whatever reason without prior notice;
- (l) acknowledges that he/she shall, in addition, be bound by the account mandate and the general terms and conditions governing the types of accounts in connection with the PhoneBanking Services and in case of conflict between the said account mandate and/or general terms and conditions and these Terms and Conditions, the latter shall prevail in respect of transactions conducted by the telephone using the PhoneBanking Services;
- (m) agrees that the Bank shall keep a system-generated record of all transactions conducted by the Customer using the PhoneBanking Services and that transaction and/or associated charges (if any) will also be recorded on statements of account, which will be sent to the Customer at monthly intervals pursuant to the general terms and conditions unless otherwise requested;
- (n) agrees to examine each statement of account received from the Bank to determine if there are any errors, discrepancies or unauthorised entries (which were made after the Customer notified the Bank in writing that the PIN had or may have become known to any unauthorised person pursuant to sub-clause 4(d) above) associated with transactions conducted by telephone using the PhoneBanking Services and to notify the Bank in writing of the same within 45 days from the transaction date which appears in the underlying statement of account;
- (o) agrees that he/she will be deemed to have waived any rights to raise objections or pursue any remedies against the Bank in respect of the statement of account unless he/she notifies the Bank within 45 days from the transaction date which appears in the underlying statement of account and that such record shall thereafter be conclusive and binding on the Customer;
- (p) agrees that system-generated report referred to in sub-clause 4(m) above shall be accepted as conclusive evidence of all transactions carried out by the Customer using the PhoneBanking Services in the case of any dispute which the Customer reports to the Bank in writing 45 days from the transaction date which appears in the underlying statement of account;
- (q) acknowledges that the system-generated report referred to in sub-clause 4(m) above shall be kept by the Bank for no longer than six months and that thereafter the statement of account shall be used as conclusive evidence of the transactions recorded therein;
- (r) acknowledges that the Bank shall not be liable for any damages incurred by the Bank acting in compliance with any telephone instruction given together with the PIN through the use of the PhoneBanking Services unless such loss or damage is directly caused by gross negligence of the Bank or its employees and agents acting within the scope of their authority; and
- (s) agrees that once he/she has given an instruction by telephone together with the PIN using the PhoneBanking Services it cannot be cancelled.
5. The Bank receives the right to impose such service fees and/or other from time to time as the Bank thinks fit and the Customer hereby authorises the Bank to debit the Customer's Account in an amount equal to such fees and charges when due provided that prior notice of such fees and charges has been given to the Customer.
6. If there is more than one Customer in respect of particular Account then under the provision herein (i) the liabilities and obligation of each of them shall be joint and each several, (ii) references to the Customer shall be construed, as the context requires, to any or each of them, (iii) each of them shall be bound even through any other Customer or any person intended to be bound hereby in not, and (iv) the Bank shall be entitled to deal separately with a Customer on any matter, including the discharge of any liability to any extent, without effecting the liability of any other Customer.
7. The Bank may, in its sole discretion, but shall have no obligation to, require the Customer to confirm any telephone instructions given to the Bank using the PhoneBanking Services in writing, signed by the Customer, prior to acting on such telephone instructions. Notwithstanding any provision herein, and in particular sub-clause 4(d), the Bank reserves the absolute right (but shall have no obligation) not to effect or act upon any telephone instruction with is deems in its sole discretion to be unclear, contradictory or deems to have been given by an unauthorised person and shall not be liable to the Customer for the exercise of such discretion.
8. The Bank reserves the right to add, delete or vary the scope of the PhoneBanking Services and/or any of the Terms and Conditions on which such PhoneBanking Services is offered from time to time as the Bank in its absolute discretion thinks fit. The Bank shall give notice of such amendment to the Customer and use by the Customer of the PhoneBanking Services after the date upon which any change to the Terms and Conditions is to have effect (as specified in the Bank's notice) will constitute acceptance without reservation by the Customer of such change and such change will be deemed an integral part of these Terms and Conditions. If the Customer does not accept any proposed change, the Customer is free to cancel the PhoneBanking Services by notifying the Bank in accordance with Clause 11 below.
9. Any notice given by the Bank hereunder will be deemed to have been received by the Customer within five days of posting to the Customer's address last notified in writing to the Bank. If there is more than one Customer, such notice shall be binding upon each Customer upon the Bank serving notice to any of them. Publication of any changes by such means as the Bank may consider appropriate will also constitute effective notice to the Customer of such changes.
10. The Customer hereby authorises the Bank to hold and disclose information from time to time about the Customer, the Account(s) and the use of the PhoneBanking Services to the competent state bodies as the Bank in its discretion deems necessary or is required to do so under the law.
11. The Customer acknowledges that if he/she wishes to cancel the use of the PIN allocated to him/her by the Bank or any services offered through the PhoneBanking Services, the Customer must notify the Bank of such cancellation in writing.
12. The Customer understands that the PhoneBanking Services will be terminated under the following conditions:

- pursuant to Clause 11 above, the Customer informs the Bank in writing of his/her wish to terminate the PhoneBanking Services;
  - when the Customer's Account(s) with the Bank are closed;
  - when the Bank ceases to provide the PhoneBanking Services at its discretion or as required by law.
13. The Bank reserves the right to not follow any instruction at its discretion if it believes the transaction is prohibited under the laws of the Socialist Republic of Vietnam or any applicable country or territory, and shall not be liable to the Customer for the exercise of this discretion.
14. The Customer will defend and indemnify the Bank against any all liabilities, costs and losses whatsoever and howsoever and wherever arising in connection with the provision by the Bank of the PhoneBanking Services to the Customer. The Bank may debit the Account(s) of the Customer with any such liabilities, costs and losses.
15. The Customer waives any claim against the Bank arising out of the compliance by the Customer with requirements of the Bank under these Terms and Conditions or any agreement, letter or document referred to in these Terms and Conditions.
16. The Customer further waives any claim against the Bank for any action taken by the Bank under these Terms and Conditions or any document or matter contemplated by them.
17. These Terms and Conditions are made in English and Vietnamese and both shall have equal validity.
18. These Terms and Conditions shall be governed by and construed in accordance with the laws of the Socialist Republic of Vietnam. In the event of a dispute, the Customer and the Bank agree that the dispute shall be submitted to a competent court in Vietnam for resolution. To the extent the laws of Vietnam make no provision for the matter in question, these Terms and Conditions shall be governed by the laws of Hong Kong.

# INTERNET BANKING TERMS AND CONDITIONS

## IMPORTANT

Please note carefully your security duties set out in Clauses 3 and 10 below. If you breach any of your security duties you may be liable for the transactions even if you did not authorise them.

## Terms and Conditions for Personal Internet Banking

These Terms and Conditions ("Terms") explain your responsibilities and obligations relating to services and information that you use or request from us, or we provide you, through HSBC's Internet Banking service, Personal Internet Banking.

### 1. ABOUT THIS CONTRACT

#### 1.1 In these Terms references to:

"you", "your" and "ours" refer to you, our customer. Where more than one person is authorised to operate an account, every reference in these Terms to "you" is deemed to include each and all of the account holders and each and all of the persons authorised to operate the account, and all of you are jointly and severally liable under these Terms;

"our", "ours", "us" and "we" refer to branches and subsidiaries of The Hongkong and Shanghai Banking Corporation Limited (HSBC) in Vietnam and their successors.

"services" refers to the services provided by us to you which is described in the Terms and by which you may access information and give us Instructions in respect of certain of your accounts with us.

"Terms" means these Terms and Conditions and any supplementary Terms and Conditions which we notify you of under Clause 13d below, as may be amended from time to time.

"Contract" means the contract entered into between us and you when you accept the Terms in accordance with Clause 2a below.

"Username/Internet Banking ID" is the unique identifier, by whatever name called, which is selected by you in connection with the services.

"Password" includes all confidential passwords, phases, codes, numbers, or other forms of identification issued to you, which may be used to access Personal Internet Banking.

"Security Device" means the security devices designated by us for use by you to generate Security Codes (one-time passwords) to access and transact Personal Internet Banking services.

"Security Code" means a one-time password generated by the Security Device.

OFR also known as Offline Password Reset is a process where by you reset your Internet Banking Password offline. In this process, you are required to call in to us for approval to reset your password.

OLR also known as Online Password Reset is a process where by you reset your Internet Banking Password online.

Password Reset Questions refers to a set of security questions you have selected and the corresponding security answers you have provided to us during your online password reset.

"account" means the bank accounts with us that are associated with the Username/Internet Banking ID, Password and Security Device issued to you for the services;

"HSBC Group" means HSBC Holdings plc and its subsidiaries and associate undertakings, or any of their branches;

"including" means including, without limitation to the generality of the surrounding words;

"Information Provider" means a third party from whom we source information that we may provide to you as part of the services;

"Instructions" is any request or instruction to us, which is issued through the use of one or more of the Username/Internet Banking ID, Password, Password Reset Questions, Security Code and any other identifiers prescribed by us from time to time.

### 2. APPLICABLE TERMS

- The Terms may be accepted online by following the Instructions set out on the relevant screen page. In addition you agree that any use of the services shall constitute your acceptance of the Terms.
- When you use the services, you must comply with these Terms and other applicable terms, including the terms relating to your account, the website from which you access the services and services that we source from other people. You must pay all applicable fees, including our standard transaction fees.
- If these Terms contradict other applicable terms, these Terms will (in relation to your use of the services) override those other terms to the extent that there is a contradiction.

### 3. YOUR SECURITY DUTIES

- You agree to comply with the Terms and follow the guidance and any security procedures mentioned in them and provided by us online.
- To use the services, you will need a unique identifier ("Username/Internet Banking ID"), a Password and a Security Device ("Security Device").
- It is your sole responsibility to apply to us for a replacement if a Security Device has previously been issued but is subsequently lost or has failed to function as intended.
- You agree to follow the guidance provided by us in designating the Username/Internet Banking ID, the Password, Password Reset Questions, Security Code and any other authentication instructions from us to identify you.
- For OFR, you may change the Password at any time but any change shall be effective only if accepted by us.
- To reset your password online (OLR), you need to provide us with your username, complete the Password Reset Questions, and provide authentication using the Security Device.
- We use your Username/Internet Banking ID, Password, Password Reset Questions and/or Security Code to identify you. Clause 10 sets out your liabilities for everything that is done with your Username/Internet Banking ID, Password, Password Reset Questions and Security Code.
- You must keep your Password secret and secure at all times and exercise reasonable care and diligence to prevent unauthorised use of your Username/Internet Banking ID, Password, Password Reset Questions, Security Device and Security Code. At no time and under no circumstances shall you permit the Security Device to come into the possession or control of any other person(s).
- Once you have logged on to the service, you must not leave the terminal or other device from which you have accessed the service at any time or let anyone else use it until you have logged off the service using the log off option. You will be responsible for ensuring that you have logged off the service at the end of any session.

- You must notify us immediately of any unauthorised access to the services or any unauthorised transaction or instruction that you know of or suspect or if you suspect someone else knows your Username/Internet Banking ID, Password, Password Reset Questions, Security Code or has unauthorised possession, control or use of your Security Device. You may do so in person or by calling the telephone number(s) listed on the website as we may from time to time prescribe. We may ask you to confirm in writing any details given. You must also change your Password immediately to a number or combination that you have not used before. Until the actual receipt of such notification, you shall remain responsible for any and all use of the services by unauthorised persons or for unauthorised purposes. We will need you to help the police and us in trying to recover any losses. We may disclose information about you or your account to the police or other third parties if we think it will help prevent or recover losses.
- We may have to ask you for your Username/Internet Banking ID, but not your Password, in order to provide maintenance services to you. If you supply us with your Username/Internet Banking ID we will keep it secure. NEVER REVEAL YOUR PASSWORD TO ANYONE, not even an employee of the Bank.
- You agree that you are responsible for the performance and protection of any browser or Personal Computer used in connection with the service.
- You agree to check carefully your records of transactions and statements of accounts and inform us immediately of any discrepancy.

### 4. INSTRUCTIONS RELATING TO THE SERVICES

- You request and authorise us to (a) rely and act upon all apparently valid Instructions properly authorised by you, even if they may conflict with any other mandate given at any time concerning your accounts and (b) debit your accounts with any amounts we have paid or incurred with any Instructions.
- An Instruction will be considered as authenticated and accepted by us if it has been effected through the services using an appropriate Username/Internet Banking ID, Password, Password Reset Questions and/or Security Code, and any other additional verification imposed by us, if applicable.
- When you send Instructions in connection with the services using your Username/Internet Banking ID, Password and Security Code, the Instructions cannot be changed or withdrawn without our consent. Instructions are binding on you as understood and acted on by us (or relevant members of the HSBC Group) in good faith.
- We reserve the right to decline your Instructions or delay our response to any Instructions while we verify your identity or details of the Instructions. We may refuse to act on an Instruction, for example if a transaction exceeds a particular value or other limit, or if we know of or suspect a breach of security.
- Where we know of or suspect a breach of security or other suspicious circumstances in respect of or in connection with the operation of one or more of your accounts or the services generally, we may, at our absolute discretion and without any liability, refuse to act on or delay acting on the Instruction and in that event, we will, to the extent possible, inform you as soon as practicable.
- We are not liable for any failure, delay or other shortcomings by any third party with whom you have accounts or otherwise when they are executing our instructions to them where the incident is beyond our control.
- We may suspend any Service provided to you without notice when we consider it necessary or advisable to do so, for example to protect you when there is a suspected breach of security or we need to suspend the Service for unanticipated maintenance or other emergency or contingency reasons.
- Interruptions can occur to computer systems. You acknowledge that Instructions sent via the internet may not reach us. We shall have no liability in relation to any Instructions sent to us that we do not receive for any reason beyond our control.

### 5. YOUR INFORMATION

- You must provide information that we reasonably request to enable us to provide the services. If you do not provide the information we request, we may not be able to provide all of the services to you. You must ensure that information you provide to us in relation to the Services is true, complete and up-to-date.
- You acknowledge and agree that we will use, store and transfer (whether within or outside Vietnam) and/or exchange your details and information to or with all such persons as we consider necessary. This includes but is not limited to any member of the HSBC Group for any and all purposes in connection with such Service and/or for the purpose of promoting, improving and furthering the provision of other financial services by us and any member of the HSBC Group to you generally, and/or any other purposes and to such persons as may be in accordance with our general policy on disclosure of information as set out in statements, circulars, notices or other terms and conditions made available by us to you from time to time.
- Without prejudice to the above, you acknowledge that, where we consider it necessary or appropriate, we may transfer any such details or information to any service provider (whether situated in or outside Vietnam), under conditions of confidentiality imposed on such service providers, for the purpose of data processing or providing any service on our behalf to you (including third party service providers, sales and telemarketing agencies).
- You agree and acknowledge that overseas service providers may be required by law to disclose information received from us to third parties. Such circumstances include the service provider being compelled to disclose information pursuant to a court order, police investigations and criminal prosecutions for tax evasion or other offences.

### 6. PROHIBITED USES OF THE SERVICES

- You must not use the services for, or in connection with, any illegal purpose or activity. You must notify us as soon as possible if you become aware that the services are being used for, or in connection with, an illegal purpose or activity.
- You must not (and must not attempt to) tamper or interfere in any way with any part of the services (including any internet site, Security Device or any software relating to us or services). You must not (and must not attempt to) access anything relating to the services (including any internet site or any software relating to us or the services that we do not intend you to access), including anything protected, except with your Username/Internet Banking ID, Password, Password Reset Questions and/or Security Code.

### 7. COPYRIGHTS, TRADEMARKS AND COPYING MATERIALS

- Please note that HSBC and our Hexagon logo are registered trademarks.
- We have a license for or own all copyrights for our internet Web site(s) through which you access the service and all trademarks and other materials used on it.
- You acknowledge that information provided in connection with the services ("Confidential Information") is confidential to us, the HSBC Group and any relevant Information Provider. You must not in any way (and must not attempt to):
  - disclose (except to the extent you are required to do so by law), download (other than as reasonably required to use the services), copy or commercially exploit any Confidential Information;
  - remove or alter any proprietary marking, including any trademark or copyright notice, in or on the Confidential Information; or
  - incorporate or combine the Confidential Information with any other information or program.
- You acknowledge that you have no right (and will not acquire any), title or interest in or relating to the Confidential Information or any related copyright, patent, trademark, service mark, proprietary property, trade secret or exclusive work. You must not make any representation or do anything that could be taken to indicate that you have such a right, title or interest.
- Note that nobody may use any part of our internet Web site(s) on any other Web site, or link any other Web site to our internet Web site(s) without our

prior written consent.

## 8. ACCURACY OF INFORMATION

- a. Information provided to you as part of the services is for your reference only and is not binding on us, the HSBC Group or any relevant Information Providers. You acknowledge that the information provided to you as part of the services may not be accurate. It is your sole responsibility to seek appropriate verification of any information you use, and to seek independent professional advice on the financial, legal and tax implications of your decisions.
- b. If there is any inconsistency between our internal records, and information relating to your account or your use of the services that is provided as part of the services, our internal records will prevail in the absence of evidence to the contrary.

## 9. EXCLUSION OF WARRANTIES AND LIMITATION OF OUR LIABILITY

- a. Subject to Clause 10, and to the maximum extent permitted by applicable law:
  - I. we, the HSBC Group and the Information Providers give no warranties or conditions (whether express, implied, statutory or otherwise) in relation to the services, and exclude all implied warranties and conditions including any warranties and conditions of merchantability, fitness for a particular purpose, good title and no-infringement; and
  - II. in no event will we, the HSBC Group or any Information Providers be liable to you for any incidental, consequential, indirect damages (including loss of profits and business interruption), or special or exemplary damages.
- b. Due to the nature of the services, we will not be responsible for any loss of or damage to your data, software, computer, telecommunications or other equipment caused by you using the services unless such loss or damage is directly and solely caused by our negligence or deliberate default.

## 10. YOUR LIABILITY FOR UNAUTHORISED TRANSACTIONS

- a. Unless you have acted fraudulently or with gross negligence, you will not be responsible for any direct loss suffered by you as a result of unauthorised transactions arising from or in connection with your use of the services.
- b. If you let any other person use any one or more of the following: i) your Username/Internet Banking ID, ii) your Password, iii) Password Reset Questions, iv) your Security Device and/or v) your Security Code; you are liable for all claims, losses and consequences arising from or in connection with all transactions made using the services by or with the consent of that person.
- c. If you have contributed to an unauthorised transaction, you may be liable for some or all of the loss resulting from the unauthorised transaction. Ways you can contribute to an unauthorised transaction include, but are not limited to, failing to take reasonable steps to observe any of your security duties referred to in these Terms and/or any unreasonable delay in notifying us of an actual or possible disclosure to any other person of your Username/Internet Banking ID or Password or Password Reset Questions or Security Code and/or unauthorised use, control or loss of your Security Device.
- d. If you have reported as soon as reasonably practicable an actual or possible disclosure of your Username/Internet Banking ID or Password or Password Reset Questions or Security Code and/or unauthorised use, control or loss of your Security Device to us, you are not liable for loss occurring thereafter unless you have acted fraudulently or negligently.
- e. You are not liable for loss caused by:
  - I. fraudulent or negligent conduct by our employees or agents, or parties (including the HSBC Group and any relevant Information Provider) involved in the provision of the services;
  - II. faults that occur in our systems, including the systems used to provide the services, unless the faults are obvious or advised by a notice or message;
  - III. unauthorised transactions occurring before you have established a Username/Internet Banking ID and Password;
  - IV. loss or misplacement of funds caused by unauthorised transactions conducted through the use of the service as a result of a computer crime which should have been prevented by the risks control and management measures adopted by us;
  - V. any other transactions where it is reasonably clear that you could not have contributed to the loss.
- f. Where we know or suspect a breach of security or other suspicious circumstances with respect to, or in connection with the operation with one or more of your accounts or the services generally, we may, at our absolute discretion and without any liability, refuse to act on, or delay acting on the instruction and in that event, we will, in the extent possible, inform the customer as soon as practicable.

## 11. SECURITY DEVICE

We will make all reasonable efforts to ensure that the Security Device provided to you will perform as necessary to permit access to the services as and when required. You must notify us immediately if any Security Device fails to function correctly and the only obligations that we have in respect of such Security Device is to replace the same with a new Security Device for a fee which we shall determine the rate at our discretion from time to time (not exceeding VND200,000), except under the following conditions:

- a. Upon the defective Security Device being returned to us within 90 days of its date of issue; and
- b. If we are satisfied that there is no default or negligence on your part which results in or contributes to the Security Device's failure to function correctly. Other than as specified in this Clause 11(a), we shall have no other liability in relation to this Security Device including, without limitation, liability for breach of any implied term as to satisfactory quality, merchantability or fitness for purpose of any Security Device. In addition, we cannot be held liable for any loss or damages incurred or suffered by you arising from your failure to safe-keep and/or use the Security Device in accordance with our instructions and recommendations.

## 12. SECURE EMAIL

- a. If we make this facility available to you, you may send us and we may send you secure-messages over the service through the "Email" function.
- b. If you send us a message we will aim to respond to you within two working days by email or by telephone as confirmation of receipt of your message. If this is not possible or we are not willing to answer your query or comply with your request within this timescale or at all we will aim to let you know this within two working days. No request will be implemented until we have first sent you a message as confirmation. Please be aware that once you have sent a request we may not be able to reverse it before it is implemented.
- c. You must not send us messages:
  - I. in relation to matters for which there is a specific functionality on the services e.g. to notify us of a change to your address or to make a payment;
  - II. which requires immediate attention (please telephone us instead);
  - III. which are requests of a transactional nature e.g. share dealing or fund management instructions;
  - IV. reporting the loss or theft of cheques or credit cards (please telephone us instead);
  - V. which are offensive, frivolous or otherwise inappropriate.

VI. if you do so we may at our absolute discretion remove the "Email" facility or terminate our Contract in accordance with clause 13(g) below.

- d. Under no circumstances should any message sent by us be construed as an offer to provide a product or service to you on particular terms or at all.

## 13. FEES, SUPPLEMENTARY TERMS, CHANGES TO AND TERMINATION OF THE CONTRACT AND SERVICES

- a. We reserve the right to charge fees in relation to the use and/or termination of the services and to revise such fees. We shall determine and give reasonable notice to you of the rate of any fee from time to time before they become effective which shall be binding on you if you continue to maintain or use the services on or a the effective date. Fees may be collected from you in such a manner and at such intervals as we may specify.
- b. You are liable for any telephone charges and any charges made by your internet service provider as a result of the use by you of the services.
- c. You authorise us to debit any of your accounts with any charges for providing the services.
- d. When we introduce new services under the services we may provide them on supplementary terms, which will be notified to you from time to time in accordance with these Terms.
- e. The site(s) or screens with which you access the services are subject to change by us. Unless we have specifically agreed to give prior notice to you we may make such changes (including changes to layout) without notification to you.
- f. We reserve the right to change, revise or modify these Terms, the services and fees at any time, and you agree to be bound by all changes we make. We will give you at least 30 days notice of these changes. Notice of any changes to these Terms may be made by posting a notice on the service website, advertisement or such other means as we, acting reasonably, may determine. You can access the current version of these Terms from the service website.
- g. We may, without giving you notice or reason, suspend or terminate all or any of the services or their use by you. You can request termination of your use of the services at any time by giving us written notice. Your termination will be effective when we disable the services.
- h. Clauses 3, 5(a), 6, 9, 10, and any other provisions of these Terms that are intended to survive, will survive the suspension or termination of the services and will remain in full force and effect.
  - I. We shall not be under any duty to ensure punctual payment of bills by you. Neither shall we be under any duty to monitor payment of bills or to notify any person of the late payment of any bill.
  - II. We shall not be under any duty to keep records of all or any bill paid. You shall print out our acknowledgement page of bills paid if you wish to keep records.

## 14. TERMS AND CONDITIONS GOVERNING BILL PAYMENT SERVICES

- a. We may provide bill payment services to enable you to pay bills issued by designated merchants (the "Merchants") to you and/or to third parties ("Bill Customers").
- b. Your Warranties and Indemnity
  - I. You warrant that you shall be responsible for punctual payment of your own bills and the bills of any Bill Customer and shall pay any interest, charges and fees imposed by the relevant Merchant in connection with any late payment.
  - II. Where you instruct us to pay any bill by debiting your account, you shall ensure that there are sufficient funds arranged credit available in the relevant account. We shall not be liable for any consequence arising from or in connection with any instructions not carried out by us due to insufficiency of funds and/or credit facilities. We may, however at our sole discretion carry out any instructions notwithstanding such insufficiency without prior approval from or notice to you and you shall be fully responsible for any overdraft, advance or debit created as a result.
  - III. You shall at all times indemnify us and our officers and employees, against all liabilities, claims, actions, proceedings, demands, losses, damages, costs, charges and expenses arising out of or in connection with the breach of any of the warranties given by you to us in connection with the Bill Payment services.
  - IV. Persistently send messages without cause or cause threat, harassment, embarrassment, inconvenience;
- c. Complaints concerning Bills Payments and Merchants

You shall resolve directly with the relevant Merchant and, where applicable, the relevant Bill Customer any query, complaint or dispute in connection with a bill payment made to that Merchant or in connection with that Merchant's website and/or other services, or issues relating to refunds claimed by you or due by the Merchant to you. We shall not be under any duty to assist in resolving any dispute including, without limitation, disputes concerning late payment of any bill and/or any interest, charges and fees imposed by the relevant Merchant.

## 15. USE OF BANK COMPUTING PROPERTY

The provision of HSBC Kiosks and all other computing devices and/or terminals ("Computing Property") are for your use at branches, roadshows and other remote locations. By using or accessing any of the Computing Property, you agree to be bound by the following terms and conditions which we, at our sole discretion, may amend from time to time.

- a. You must not use the Computing Property for, or in connection with, any illegal purpose or activity. You must notify us as soon as possible if you become aware that the Computing Property is being used for, or in connection with, an illegal purpose or activity.
- b. You are to abide by all applicable the laws of Vietnam.
- c. Notwithstanding clauses (a) and (b) above, you may not engage in:
  - I. Obscene, objectionable material;
  - II. Post or transmit information or software containing electronic worms, viruses or other harmful components;
  - III. Break or attempt to break into computer systems; d.You shall not download, install or store any third party programmes.
- e. You shall not copy, upload, post, publish, transmit, reproduce, distribute material that is copyright protected without obtaining permission from the copyright owner or rightsholder.
- f. You should be aware that while we take all reasonable efforts to ensure that the Computing Property is operating properly and free from any viruses, spyware or any other malicious computing software to protect your privacy, usage of this Computing Property provided is entirely at your own risk and Username/Internet Banking ID, Passwords, Password Reset Questions, Security Codes and activities conducted via the Computing Property could be tracked and monitored by us and/or third party service providers.
- g. We shall not be liable for any loss during use of the Computing Property due to server or connection failures, errors, omissions, any third party network providers, browser providers, agents or their sub-contractors.
- h. We reserve the right to prohibit anyone from using the Computing Property in the event of any breach or failure to observe any of the terms and conditions herein.

## 16. GENERAL

- a. **Communications:** Communications from us are deemed to have been received by you (where delivered personally) at the time of personal delivery or on leaving it at the address last notified by you to us, (where sent by post) 48 hours after posting if the address is in Vietnam and seven days after posting if the address is outside Vietnam or (where sent by facsimile transmission, telex or email) immediately after transmitting to the facsimile or telex number or email address last notified in writing by you to us. Communications sent by you to us are deemed to be delivered to us on the day of actual receipt.
- b. **Malicious Computing Software:** The services are accessed through the internet, which is a public system over which we have no control. It is therefore your duty to make sure the terminal or other device that you use (save for services accessed through HSBC's Computing Property, the terms of which are set out in Clause 15 above) to access the services is free from and adequately protected against acquiring any malicious computing software ("Malware") which is any software that is developed for the purposes of; doing harm to a computer system or, infringing on your personal and private information. Malware includes but is not limited to viruses, spyware, adware, "trojan horses" and other destructive or disruptive components. Due to the nature of the services, we will not be responsible for any loss of or damage to your data, software, computer, telecommunications or other equipment caused by you using the services unless such loss or damage is directly and solely caused by our negligence or deliberate default.
- c. **Indemnity:** By your access, use and/or continued use of these services Website, you signify your agreement to indemnify and to keep indemnified HSBC, its directors, employees, nominees and agents fully against all actions, liabilities, costs, claims, losses, damages, proceedings and/or expenses (including all legal costs on an indemnity basis) suffered or incurred by us including but not limited to, in connection with or arising from:
  - I. your use of the services;
  - II. any unauthorised instructions (including but not limited to, instructions from unauthorised person(s) and/or instructions transmitted due to unauthorised use of the Username/Internet Banking ID, Password, Password Reset Questions and/or Security Code and/or Security Device) that might be transmitted through Personal Internet Banking or any instructions which are incomplete, inaccurate or garbled;
  - III. the recovery of or any attempt to recover from you any monies due to us or the enforcement of any terms herein;
  - IV. any breach or non-observance of any of these Terms by you or by any other unauthorised person(s) using your Username/Internet Banking ID, Password, Password Reset Questions and Security Device;
  - V. where you knowingly or unknowingly download and install any Malware in the terminal or other device that you use to access the services;
  - VI. reliance on any information feeds (including but not limited to stock quotes and foreign exchange rates), materials, products or services owned or operated by third parties through any links made available via the service, nor are we liable for any failures, omissions, errors, disruptions or delays due to such information feeds owned or operated by such third parties.
- d. **Severability:** If any part of this agreement is held by any court or administrative body of competent jurisdiction to be illegal, void or unenforceable, such determination will not impair the enforceability of the remaining parts of this agreement.
- e. **Waiver:**
  - I. A waiver by us of any provision of these Terms will not be effective unless given in writing, and then it will be effective only to the extent that it is expressly stated to be given.
  - II. A failure, delay or indulgence by us in exercising any power or right will not operate as a waiver of that power or right. A single exercise or partial exercise of any power or right by us does not preclude further exercises of that power or right or the exercise of any other power or right.
  - III. Our rights and remedies under these Terms are cumulative and do not exclude other rights and remedies provided by law.
- f. **Benefits to the HSBC Group:** You acknowledge that where these Terms confer a benefit on us, the benefit is also conferred on each member of the HSBC Group and is enforceable by us or any member of the HSBC Group. These Terms may be amended by us without the need to obtain the consent of any members of the HSBC Group or any Information Providers.
- g. **Governing Law and Jurisdiction:** The services and these Terms are governed by and must be construed in accordance with the laws of Vietnam. This Agreement is made into Vietnamese and English. In case of any discrepancies between the English and Vietnamese versions, the Vietnamese version shall prevail.