

TERMS AND CONDITIONS OF AUTOPAY BILL PAYMENT SERVICE

(These Term and Conditions are effective from 07/12/2021)

(Applicable for customers being individual of HSBC Bank (Vietnam) Ltd.)

The Terms and Conditions of AutoPay Bill Payment Service are applicable for all individual customers of HSBC Bank (Vietnam) Ltd. (hereinafter referred to as the “**Terms and Conditions**”)

Important Note! Please carefully read these Terms and Conditions before using AutoPay Bill Payment Service (“Service”). By using the Service, it is understood that the Customer has read and accepted the following terms and conditions and shall be bound by them.

1. Definitions

- 1.1 “AutoPay Bill Payment Service” is the service that the Customer authorizes the Bank to process automatic bill payment(s), whereby the Customer will register the service on the HSBC Online Banking or HSBC Vietnam application (01) once, to authorize the Bank to automatically process the bill payment from the Customer’s registered Account or Credit Card according to the information returned by the Service Provider without any prior notification to Customer.
- 1.2 “Service Provider” are legal entities that are legally established and authorized to provide goods and public services that accept payments from Customer for the service, including but not limited to electricity, water, internet, television, phone and other services.
- 1.3 “Client Code” is the unique identification of the Service Provider. This Client Code will be displayed on the bill issued by the Service Provider.
- 1.4 “Bill Payment Amount” means the payment amount due, which Customer must pay to the Service Provider following the bill issued by Service Provider for a given Client Code.
- 1.5 “Customer” means the Account Holder or Cardholder who registered AutoPay Bill Payment Service of the Bank and approved by the Bank for using this service.
- 1.6 “Transaction Date” is the date and time when the bill payment transaction is made for the registered bill recorded by the Bank’s system.

2. Applicable Terms

- 2.1 When using the Service, the Customer must accept these Terms and Conditions of AutoPay Bill Payment Service and other applicable terms posted on www.hsbc.com.vn, including but not limited to:
 - i. HSBC General Terms and Conditions and Appendices;
 - ii. HSBC Debit Card General Terms and Conditions;

- iii. HSBC Premier Master Account Terms and Conditions (applied for Premier customers);
 - iv. HSBC Credit Card Cardholder Agreement.
- 2.2 If these terms and conditions are inconsistent with other applicable terms and conditions, these Terms and Conditions of AutoPay Bill Payment Service shall be applied.

3. Customer's Rights

- 3.1 Be entitled to register to use the AutoPay Bill Payment Service in accordance with the provisions of these Terms and Conditions.
- 3.2 Request the Bank to cancel the Service at any time following Customer's Cancellation Request.
- 3.3 Other rights in accordance with these Terms and Conditions and regulations related to law from time to time (if any)

4. Customer's Obligations

- 4.1 In the event that Customer double pays/or overpays for the same bill either through any other payment method or manually paid using bill payment service, HSBC will not be liable for reversals in such cases and Customer is responsible for contacting the Service Provider to receive the differential payment amount (if any).
- 4.2 Provide sufficient and accurate required information by the Bank while using the Service, including but not limited to such information: Service, Biller Name, Client. If there is any mismatch, Customer should immediately contact the Service Provider to validate the information. HSBC is not responsible for any reimbursement of the Bill Payment Amount that HSBC has processed based on incorrect, incomplete, inaccurate or misleading information provided by Customer.
- 4.3 Customer understands and agrees that: Once the Registration request for AutoPay Bill Payment Service on HSBC Online Banking or HSBC Vietnam application is completed, it will be effective immediately until its request for the Service has been successfully cancelled following procedures applied by the Bank. Any information related to the registered AutoPay Bill Payment Service will not be able to change, modify or update once the Registration request is completed. If Customer wants make any changes of the information related to the registered Service after the Registration is completed, Customer is required to actively cancel the registered AutoPay Bill Payment Service and re-register a new Service registration.
- 4.4 The AutoPay Bill Payment Service Registration will be effective immediately upon the Bank's confirmation of the successful Registration request on HSBC Online Banking or HSBC Vietnam application.
- 4.5 Cancellation request of the Service will be effective immediately upon the Bank's confirmation of the successful Cancellation request on HSBC Online Banking or HSBC Vietnam application.
- 4.6 Agrees to authorize the Bank to proactively display and share billing information of the Customer, subject to information recorded in HSBC systems from time to time, including but not limited to Service Provider name, service type, Client Code, transaction reference

number, correspondent address, Customer's full name, Customer's mobile phone number and other information related to the Service.

- 4.7 Agrees to authorize the Bank to automatically debit from Customer's Account or Credit Card, which has been selected and specified for the AutoPay Bill Payment Service in registered information on HSBC Online Banking or HSBC Vietnam application to make payment to the Service Provider according to the registered Service without any prior notification to Customer.
- 4.8 A statement will normally be sent to the Customer monthly on the Statement Date ("Statement Date") with details of the successful bill payment transaction recorded by the Bank in the statement period.
Promptly upon receipt of each Statement of Account and in any event no later than 60 (sixty) days from the Dispute Transaction Date ("60 Day Review"), on a Statement of Account, reconcile it with the Customer's own records and immediately notify the Bank in writing in form provided by the Bank at the Bank's transaction offices or via telephone Contact Center (with record) 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.
- 4.9 Ensure there are sufficient funds in the relevant Account at point of making payment including bill amount and service fee (if any). HSBC shall not be liable for any consequence arising from or in connection with any instructions not carried out by the Bank due to insufficiency of funds and/or credit facilities.
- 4.10 Pay for fees related to the Service (if any) as regulated by the Bank from time to time. Tariff is posted on www.hsbc.com.vn.
- 4.11 Be obliged to coordinate with the Bank in checking and validating the AutoPay Bill Payment transactions at the request of the Bank or Service Providers, and fully responsible for the information provided.
- 4.12 In the event of payment failure (1) due to insufficient funds; and/or (2) Account or Credit Card assigned for the Service by Customer is cancelled/closed/inactive; and/or (3) is outside the daily transaction limit as per Bank's regulation, The Bank shall not process to make payment for the registered Service on that day, and the Bank shall not be liable for any consequences arising from the failure of not making bill payment to the Service Provider. The Bank will continue to process the payment transaction following the registered bill payment on each of the following days and only stop when the registered bill is successfully paid; or when the owed amount is none according to the information of the Service Provider provided.
- 4.13 Be responsible for proactively making the Cancellation request of the AutoPay Bill Payment Service on HSBC Online Banking or HSBC Vietnam application:
 - i. Before Customer submits a Card/Account Cancellation request; or
 - ii. Has his/her HSBC Credit Card or Account cancelled or closed by the Bank's request.

- 4.14 After successful Registration to the Service for a registered bill with certain Client Code and Service Provider, Customer cannot cancel, deny, repudiate, interfere, change, adjust, delay, reject any bill payment transactions processed by the Bank following the information that Customer has registered for AutoPay Bill Payment Service, until Customer successfully make the Cancellation request to the registered bill payment of the Service following the prescribed procedures of Cancellation by the Bank.
- 4.15 If any concern or issues arise whilst using services with Service Provider, Customer shall resolve directly with the relevant Service Provider for, where applicable, any query, complaint or dispute in connection with a bill payment made to that Service Provider, or refund requests of Customer or reimbursement from the Service Provider to Customer. The Bank 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 Service Provider.

5. The Bank's Rights

- 5.1 Provide customer's data and transaction information to authorized organizations and individuals in accordance with the law.
- 5.2 The Bank has the right, and at Customer's authority, order and request to automatically debit the value of registered AutoPay Bill Payment amount and a service fees (if any) according to the Bank's tariff, from the Customer's registered Account or Credit Card, for bill payment without any prior notification to the Customer. The amount which is automatically debited from the Customer's registered Account relies on the information of the registered bill payment returned to the Bank by the Service Provider.
- 5.3 The Bank may send the Statement Balance in any form it deems appropriate including, without limitation to, (i) an electronic Statement Balance which is applied for Cardholders who are using Personal Internet Banking service or a PDF Statement Balance sent to Cardholders' emails registered with the Bank or (ii) a summary of payable amount for a period via SMS message. In any event, the Bank, at its sole discretion, may send printed or paper-based Statement Balance whenever it deems necessary.
- 5.4 To be more specific, under any circumstances, The Bank has no obligation to verify any information related to the registered Bill Payment Amount returned to the Bank by the Service Provider. Also, the Bank is exempt from responsibility for any lateness in processing the bill payment due to the reason not receiving the information of Bill Payment Amount returned to the Bank by the Service Provider or any unexpected Service Provider's system failure.
- 5.5 Has the right to proactively display and share information relating to the AutoPay Bill Payment of Customer, subject to information recorded in the HSBC system or transferred by Service Provider from time to time, including but not limited to Service Provider name, service type, Client Code, transaction reference number, correspondent address, Customer's full name, Customer's mobile phone number and other information related to the Service.

- 5.6 To be exempt from responsibility for any damages that may arise from the inability to cancel, modify or defer the executed request from the Customer.
- 5.7 Has the right to block / suspend / terminate / refuse Customer's request to use the Service in accordance with these Terms and Conditions. The Bank will send a notification to Customer before discontinuing the AutoPay Bill Payment Service by any forms it deems appropriate.
- 5.8 Not accept to execute any registration of AutoPay Bill Payment Service when the selected Customer's Account/Credit Card is suspended, block, terminated or other decisions made by Authorized entities. For this specific case, The Bank will not proceed with the Bill Payment Amount and the Bank will automatically terminate the registration of AutoPay Bill Payment Service.
- 5.9 Other responsibilities in accordance with these Terms and Conditions and relevant regulations of law.

6. The Bank's Obligation

- 6.1 Ensure Customer's rights in accordance with these Terms and Conditions.
- 6.2 The Bank will send one (01) notification to the email address that Customer has registered with the Bank to notify the status of AutoPay Bill Payment transaction processed by the Bank and the notification of cancellation the Service, or other matters, if any.
- 6.3 In case the automatic debit process is in "In Progress" status, the Bank is responsible for sending the notification to the email address that Customer has registered with the Bank to notify the incomplete process due to any objective or subjective factor, subject to the differences between the Dealing Date and the Effective Date, Bank holiday; between operation time, between the time recorded among HSBC systems and/or HSBC system and Service Provider's system or system failure.
- 6.4 Settle Customer inquiries and complaints related to the Service usage according to the Bank's regulation from time to time.
- 6.5 Attempt to provide to Customer the most accurate information provided by the Service Provider which is recorded in the Bank system. However, due to the nature of the Service, the Bank does not guarantee, in any case, that all information is correct and error-free.
- 6.6 Other responsibilities in accordance with these Terms and Conditions and relevant regulations of law.

7. Processing Time

- 7.1 The Bank will process a cycle of automatic scan of the bill to check the outstanding amount (if any) following the information Customer has registered to use the Service one (01) time on every working day, starting from the date Customer registered the Service on HSBC Online Banking or HSBC Vietnam application and the registration is successfully recorded by the Bank's system.
- 7.2 Customer's AutoPay Bill Payment request is considered valid when the Bank acknowledges and records that request on the Bank system. An AutoPay Bill Payment Registration request initiated by the Customer does not mean that the transaction has been successfully recorded

and processed by the Bank. The Bank will only initiate a debit after checking the available balance and active status of Customer's Account/ Credit Card.

- 7.3 In case the payment cannot be proceed, Bank will refund the equivalent amount to Customer's Account within 05 (five) business days, which is debited to customer's Account or Credit Card.

8. Complaint and Dispute

- 8.1 In case of any queries or complaints, Customer should contact HSBC by one of the following contacts for further support:

- i. Personal Banking customers: (84) 28 37 247 247 (the South) or (84) 24 62 707 707 (the North) from 8:00 am to 10:00 pm daily.
- ii. HSBC Visa Platinum customers (operating 24/7): (84 28) 37 247 248
- iii. Premier customers: your Relationship Manager or call (84) 28 37 247 666, operating 24/7
- iv. HSBC Branches, Transaction Offices

- 8.2 In case of any queries, complaints, Customers must contact HSBC within 60 (sixty) days from the transaction date. To comply with clause 3 of Article relates Processing time, The Bank will refund if the dispute is genuine, otherwise, Bank will notify the Customer in detail.

9. Amendment to the Terms and Conditions

The Bank reserves the right to amend, supplement any of these General Terms and Conditions from time to time as it deems appropriate at its absolute discretion. Such amendments, supplements will take effect upon the Bank notification to the Customer by using means of notification as the Bank shall deem appropriate (including but not limited to display in premises of the Bank or any of its offices, or on Account/ Credit Card Statements, or on the Bank's website or by such other method as the Bank may decide). The use of the Service after the effective date of amendments, supplements (as provided in the Bank's notification) will constitute the acceptance of the Customer.

10. Governing Law

- 10.1 These Terms and Conditions is governed by Vietnamese laws.
- 10.2 Any dispute between the Customer and the Bank arising out of or in connection with these terms and conditions shall be resolved through negotiation and conciliation. In case of unsuccessful conciliation, it will be settled by competent courts of Vietnam.