

**HSBC BANK (VIETNAM) LTD.**

**TERMS AND CONDITIONS**

**CONTENT**

General Terms And Conditions	2
Annex Of General Terms And Conditions	17
Phonebanking Services Terms And Conditions	22
Internet Banking Terms And Conditions	28



[www.hsbc.com.vn](http://www.hsbc.com.vn)

Issued by HSBC Bank (Vietnam) Ltd.  
The Metropolitan - 235 Dong Khoi, District 1, Ho Chi Minh City  
© Copyright. HSBC Bank (Vietnam) Ltd. All rights reserved.

Effective from 01/12/2019

## GENERAL TERMS AND CONDITIONS

(Applicable for customers being individual)

The following terms and conditions (“**General Terms and Conditions**”) of HSBC Bank (Vietnam) Ltd., including its branches, transaction offices apply to all Accounts and Services provided by the Bank. In addition, there are other specific terms and conditions applicable to particular Services and types of Accounts. Copies of such terms and conditions are available upon request.

### 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 person who opens the Account as mentioned in the Account Opening Form. 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 and/or to use the Bank’s Services.

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

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

“**Customer**” means the Account Holder and/or person who uses the Bank’s Services.

“**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 HSBC Holdings plc, and/or any of, its affiliates, subsidiaries, associated entities and any of their branches and offices, and “any member of the HSBC Group” has the same meaning.

“**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 a Joint Account as specified in Clause 6 herein.

“**Services**” means, without limitation, services provided by the Bank or HSBC Group directly or indirectly, including (a) the opening, maintenance and closing of the Customer’s bank accounts, account related services and Electronic Banking Services, (b) the provision of credit facilities and other banking products and services to the Customer (including, for example, securities dealing, investment advisory, broker, agency, custodian, clearing or technology procuring services), processing applications, ancillary credit assessment and product eligibility assessment, and (c) the maintenance of HSBC’s overall relationship with the Customer, including marketing or promoting financial services or related products to the Customer, market research, insurance, audit and administrative purposes.

“**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 he/she accesses E-Banking; and further includes a statement consolidating information for more than one of the Customer's Accounts.

“**SMS Notification Service**” means a service that Customer registers with the Bank, the Bank send an Short Message Service notification (SMS notification) to Customer for notice of transaction(s) pertaining to Customer’s Account and HSBC Debit Card. This SMS notification is sent to phone number that Customer registered with the Bank

“**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, SMS notification, transaction records or confirmations generated by the Bank.

## **2. USE OF ACCOUNTS AND SERVICES**

- 2.1 Customer agrees to use each Account and Services in accordance with this General Terms and Conditions, any supplemental agreement or service guide or user manual issued by the Bank from time to time, and only for lawful purposes including making regular or periodical payments at the Customer’s request and other lawful purposes in accordance with the law or as agreed by the Bank and Customer. Customer may not use the Account for business activities, or for the purpose other than agreed herein or impermissible by the applicable law, the HSBC Group or any international treaties and conventions that the Bank must to comply with. The Bank reserves the right to investigate illegal or improper use of any Account and Service and may close an Account, suspend Account activity or otherwise limit or cancel the Services to ensure compliance with this General Terms and Conditions, such supplemental agreement or other agreement, service guide or user manual or any applicable laws.
- 2.2 For foreign currency transactions, unless there is a specific agreement between the Bank and the Customer on the exchange rate to be applied, the applicable exchange rate for payment transactions is the rate announced and applied by the Bank at the time the payment is processed.

The Customer may view the prevailing exchange rate on the Bank's public website at [www.hsbc.com.vn](http://www.hsbc.com.vn).

- 2.3 If the Customer makes a payment that involves an exchange into a foreign currency, and that payment is returned to the Bank, the Bank will convert the funds at the Bank's exchange rate applicable when the Bank receives the returned payment. The Bank is not responsible for any fluctuations in the exchange rate.

### **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 without any further clarification 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. Notwithstanding the foresaid agreement of this Clause, the Bank reserves the right to refuse any electronic means or telephone Instructions in its sole discretion.
- 3.2. 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.
- 3.3. Any changes in relation to the operation of the Account shall be effective 03 (three) Business Days after the Bank's receipt of written Instruction(s) and other supporting documents if needed from the Customer.

### **4. SET-OFF**

- 4.1. If any Account that Customer holds with the Bank are in credit, and Customer has failed to pay the Bank any Amounts Owing, the Bank may use the money Customer holds with the Bank to reduce or repay the Amounts Owing. This is called the right of "set-off".
- 4.2. 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.
- 4.3. For the purpose of "set-off" and without prejudice to other provisions of this General Terms and Conditions, the Bank shall be entitled at any time at its discretion:
  - 4.3.1. debit any Account with the Amounts Owing;
  - 4.3.2. convert any sums into such currencies as the Bank may consider appropriate;
  - 4.3.3. 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;

- 4.3.4. 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; and
- 4.3.5. accelerate the maturity of any Term Deposit for the purposes of this section (in which case the amount applied shall be net off the Bank's usual charge for early withdrawal).
- 4.4. 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.
- 4.5. 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.
- 4.6. 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.

## **5. TRANSACTION RECORD AND NOTIFICATION**

- 5.1. 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 or unless otherwise required by law. The Bank, at its sole discretion, may choose, vary and determine any way that it considers appropriate to send the Statements of Account to the Customer including, without limitation to, electronic Statements of Account via E-Banking or to email address(es) that Customer has registered with the Bank.
- 5.2. The Customer who registers SMS Notification Service with the Bank, the SMS notification is sent to phone number that Customer registered with the Bank to notify Customer about transaction(s) pertaining to Customer's Account and HSBC Debit Card. The Customer acknowledge that there is necessary gap time to upload request, information exchange via SMS. The Bank shall fully receive a right to update, block, amend, stop or suspend any part of Services without responsibility to send advance notification to Customer. The Customer is deemed to be responsible in keeping registered phone number and accompanied devices to connect with this service. The Bank shall not responsible for the circumstances where Customer does not receive the message/message disclosure due to invalid or incorrect telephone number registered with the Bank or due to technical issue of SMS service providers, or otherwise which is not due to the Bank's fault. Customer is allowed to update registered phone number with the Bank through the prevailing channels accepted by the Bank. The Customer agrees that it is Customer's responsible to keep confidential on Transaction Record which is sent to Customer's phone and the Bank shall not liable on any risk of information disclosure due to Transaction Record is sent to Customer's phone by a SMS notification. Customer agrees that the Bank receives a right to impose a fee for this service on Customer's Account after receiving service registration from Customer according to prevailing Bank Tariff. This service fee shall be applied annually and shall be collected by deducting the relevant amount on the Customer's Account in the month of the HSBC Debit Card is issued and is not refundable

- 5.3. 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 a 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 assess 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.
- 5.4. 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 5.1. If the Customer elects not to receive a Statement of Account, the Customer waives his/her right of protest.
- 5.5. Promptly upon receipt of each Statement of Account and in any event no later than 60 (sixty) calendar days from the date of the transaction (“**60 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 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 unauthorised transactions or any other objections the Customer has to that Statement of Account (collectively, “**Account Irregularities**”). In case of notification via the Contact Center, Customer agrees to provide a written request via the Bank’s standard form within 07 days from the date of the complaint in order for the Bank to review the request. The standard form is available on the Bank’s website at [www.hsbc.com.vn](http://www.hsbc.com.vn) or may be provided at the Customer’s request. If the Customer fails to notify the Bank within the 60 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, authorised 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 Clause.
- 5.6. In addition to the consequences set out elsewhere, if the Customer fails to abide by his/her obligations under this Clause 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 in respect of such loss. The Customer acknowledges that the failure to review Statements of Accounts in a timely manner as required pursuant to this Clause 5 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.

- 5.7. The Customer(s) shall be deemed to have agreed to waive any rights to raise objections or pursue any remedies against the Bank in respect of the Statement of Account, 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, 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 24 (twenty four) months and above.
- 5.8. 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 updated. 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, Account Holder's name and address, as well as the termination of, or amendment to, any powers of representation towards the Bank conferred on any person.
- 5.9. Time limit for settlement of trace requests or complaints:
  - 5.9.1. Within maximum 30 working days from the date on which the Customer's initial trace request or complaint according to one of the methods of receipt and time limit prescribed in Clause 5.4 hereof, the Bank shall process such trace request or complaint;
  - 5.9.2. Within 05 working days as maximum from the date the parties agree on the result of the trace request or complaint the Bank shall indemnify the Customers provided the Bank is liable under these General Terms and Conditions;
  - 5.9.3. If the Bank fails to determine reasons or which party is at fault while the deadline for trace requests or complaints prescribed above expires, the Bank shall agree with the Customer and relevant parties the solution to settle such request or complaint within succeeding 15 working days.
- 5.10. In the case where the Bank, Customer and relevant parties fail to reach an agreement and/or disagree with the outcome of the trace request or complaint, the dispute shall be settled in accordance with the laws.

## **6. JOINT ACCOUNT**

- 6.1. "Joint Account" means any Account which is held in the name of more than one person.
- 6.2. Unless otherwise as agreed in writing by all Joint Account Holders and accepted by the Bank regarding operation method for Joint Account, any Instruction in respect of direction of a Joint Account must be authorised by all Joint Account Holders.
- 6.3. Operation methods for Joint Account:

- 6.3.1. “Either to sign”: For this request, all Joint Account Holders agree that the signature of any one of the Joint Account Holders on or in relation to any matter regarding the Joint Account will bind the other Joint Account Holders and each Joint Account Holder is authorised to operate the Joint Account, including to conduct any transaction by way of instructions to the Bank, close the Joint Account and give any other instruction to operate the Joint Account without requiring other Joint Account Holders’ signatures.
- 6.3.2. “Both to sign”: For this request, all Joint Account Holders agree that any matter regarding the Joint Account requires signatures of all Joint Account Holders by way of instruction to the Bank and other instructions to operate the Joint Account including but not limited to notice of change of information relating to the Joint Account.
- 6.4. 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.
- 6.5. The responsibility of each Joint Account Holder of a Joint Account will be as follow:
  - 6.5.1. 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;
  - 6.5.2. 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);
  - 6.5.3. Joint Account Holder(s) undertake not to use the Joint Account to hide any foreign exchange transactions between the Joint Account Holders which are not in compliant with the applicable laws.
- 6.6. 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.
- 6.7. 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.
- 6.8. Instructions given by any Joint Account Holder in accordance with the Account Mandate given to the Bank will bind the other Joint Account Holders.
- 6.9. The bankruptcy or insolvency of any Joint Account Holder shall not affect the obligations of the other Joint Account Holders.
- 6.10. If any Joint Account Holder being individual dies or is insane or otherwise legally incompetent to operate the Joint Account, 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.
- 6.11. The funds in the Joint Account, upon the death of any Joint Account Holder will be settled in accordance with laws of Vietnam.



6.12. Should the Bank so require, each Joint Account Holder will enter into a letter of indemnity in such form as the Bank requires.

## **7. SUSPENSION, BLOCKAGE AND CLOSURE OF ACCOUNT**

### **7.1. Suspension of Account**

7.1.1. The Bank reserves the right to suspend in whole or in part any credit sums in the Account in the following cases:

- i) Upon valid written Instruction of the Customer or his/her authorised person;
- ii) Upon prior written agreement between the Customer and the Bank;
- iii) If the Account Holder has bad debt(s) or in written off status;
- iv) When supporting document(s) for Customer's account opening or transactions as required by the Bank has not been provided sufficiently by the Customer or Customer has not provided updated information as requested by the Bank to manage the Account in accordance with the law, HSBC Group or any international treaties and conventions that the Bank much to comply with;
- v) Detection of signs of fraud and violations of laws or regulations;
- vi) Other cases as stipulated by this General Terms and Conditions, including the cases where the Customer fails to provide Customer Information that the Bank reasonably requests as provided at Clause 3.3.c & 3.3d of Annex of the General Terms and Conditions; and
- vii) Other circumstances as stipulated by the laws.

7.1.2. The suspension of the Account shall terminate i) at the end of the term of the suspension of the Account as agreed between the Account Holder (or their authorised person) and the Bank; or (ii) upon the termination of the events based on which the Bank has suspended the Account or (iii) otherwise as stipulated by law.

### **7.2. Blockage of Account**

7.2.1. The Bank reserves the right to block in whole or in part any credit sums in the Account in the following cases:

- i) Upon a written decision or request from the competent authorities in accordance with the laws;
- ii) Upon detection of mistake during the amount transfer. The blocked amount shall not exceed the mistaken amount;
- iii) There is/are dispute(s) on whole or part on any credit sums in the Account or dispute(s) between Joint Account Holders;
- iv) Other cases as stipulated by the laws.

7.2.2. The blockage of the Account shall terminate (i) upon the expiry of the blockage term; (ii) the termination of events based on which the Bank has blocked the Account, or (iii) upon a decision or request for termination of the blockage by authorised persons in accordance with the stipulations of the laws or (iv) otherwise as stipulated by the laws.

7.2.3. The Bank shall notify Customer by mail or electronic means on that the Account has been block in accordance with the laws.

### 7.3. Closure of Account

7.3.1. The Bank may close any Account and revoke any cheque(s) and/or cheque books in the following circumstances:

- i) Account has zero (0) balance in six (06) consecutive months;
- ii) Upon written request of the Account Holder and Account Holder completed all obligations related to the Account;
- iii) When the Customer being an individual is deceased, lost or does not have civil act capacity any longer;
- 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 as determined by the Bank, including but not limited to failing to submit sufficient supporting documents 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, for (i) opening of Account, and; (ii) for operation of the Account in accordance with these General Terms and Conditions, the applicable laws, international treaties and conventions that the Bank must to comply with;
- v) The Bank may at any time close any Account at its sole discretion in accordance with the applicable laws, international treaties and conventions, contracts and other agreements between Customer and the Bank (if any) that the Bank must to comply with, and the Bank will take no responsibility when doing this. In the case of termination of a specific Account, the other Accounts or services shall be governed by the General Terms and Conditions and the provisions of any Mandate(s) pertaining thereto;
- vi) Other cases as stipulated by these General Terms and Conditions, the applicable laws and/or international treaties and conversions for that HSBC must comply with.

The Bank shall notify Customer by mail or electronic means on that the Account has been closed in accordance with the laws. Upon the Account Closure, the remaining balance in the Account (less any banking charges) shall be paid as requested by the Customer or decision of authorised persons in accordance with the stipulations of the laws, or as appropriate as determined by the Bank.

7.3.2. 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 debit transaction on such Account for a 24 (twenty four) 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) During the non-operation period of time of Dormant Account, 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;
- iii) If there is no debit transaction through Dormant Account for 12 (twelve) 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.

7.3.3. For reasons of security and to protect the interests of the Customer, the Bank will close all the account(s) and stop providing existing banking products and services to customers who have no transaction across all products for 24 (twenty four) consecutive months or more and these accounts are holding a zero balance at the time of closure (“**Dormant Customer with Zero Balance**”).

## **8. INSTRUCTION TO STOP PAYMENT**

8.1. The Bank will endeavour to effect Instructions to cancel any payment provided that:

8.1.1. The Instructions shall be in writing and must be given of at least 03 (three) Business Days in advance;

8.1.2. The payment is not guaranteed in any way;

8.1.3. The Bank has not already processed the payment Instruction; or

8.1.4. The Bank has not advised the beneficiary bank that it will make the payment.

8.2. 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.

8.3. 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.

- 8.4. The Customer agrees that a stop payment request may be processed by the Bank without further investigation.
- 8.5. 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.
- 8.6. Unless the Bank otherwise agrees, once an Instruction has been given by a Customer, it cannot be cancelled without the consent of the Bank.

## **9. GENERAL PROVISIONS**

- 9.1. 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.
- 9.2. 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.
- 9.3. 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.
- 9.4. The Bank's charges as in effect from time to time shall apply to all Accounts and a tariff list is available by the Bank upon request.
- 9.5. Force Majeure Events. Force Majeure Events are such events occurred beyond the Bank control, unforeseen, cannot be prevented, directly cause losses and damages to the Bank and the Bank's ability for performance of its obligations to the Customer. The Bank shall not be liable for Force Majeure Events, including but not limited, to the unavailability of funds or any loss suffered by the Customer due to restrictions on convertibility or transferability, requisitions, change in law (including but not limited to laws on foreign exchange controls), involuntary transfers, moratoriums, expropriations, acts of war or civil strife, natural disasters, epidemic diseases, strikes, industrial actions 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 to.
- 9.6. Provision on disclosure, collection and use of Customer's information.  
  
Customer agrees with provisions on "Collection And Use Of Customer Information, Financial Crime Risk Management Activity And Tax Compliance – Terms and Conditions" as per the attached Annex and any related contract and agreement made between HSBC and Customer.

9.7. All amounts of money received by the Bank/given to the Bank for credit to an Account must be acknowledged by an automatically generated Bank voucher. The Customer shall retain such voucher for double check where necessary. The Bank shall bear no liability to account for receipts/deposits where no such automatically generated Bank voucher is issued.

#### 9.8. Provision on anti-money laundering

9.8.1. 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.

9.8.2. 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.

9.8.3. 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 or failure by the Bank or any member of the HSBC Group in processing any such payment messages or other obligations relating to all Accounts, 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.

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.

#### 9.9. Security Interests

Without the prior written consent of the Bank, the Customer may not create any form of security over the Account(s).

#### 9.10. Compliance with the laws of Vietnam

The Bank's activities are in accordance with the law of Vietnam. 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.

#### 9.11. Indemnity/Waiver

9.11.1 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 arising from or in connection with the Bank providing Accounts and/or Services to or accepting and acting on Instructions from customers.

9.11.2 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.

9.11.3 The Bank will indemnify Customer for their actual direct losses incurred or suffered directly and solely arising from material negligence or wilful default relating to the provision of Services by the Bank.

#### 9.12. 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.

9.13. The Customer represents and warrants that all their information given to the Bank (whether in an Account opening form or otherwise) are, to the best of the Customer's knowledge, accurate and undertakes to notify the Bank of any changes to these information. 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. The Customer also acknowledges that Bank may make use of any such information recorded with the Bank (including without limitation address, telephone number, email address and fax number) as a means of communication with the Customer.

9.14. The Bank does not have the obligation to give any tax advice to Customer. The onus is on the Customer to fulfill the Customer's worldwide tax reporting and filing obligations in relation to an Account and the Bank expects the Customer to so comply. Where a referral is made to a third party for specific tax advice, contract for such tax advice is between the Customer and the third party, and any advice provided is the responsibility of such third party, not the Bank. The Customer has the obligation to provide any information requested by the Bank that is required by law to enable the Bank to meet its own compliance and tax reporting obligations.

9.15. Language, Governing law, Dispute settlement, Amendment of the General Terms and Conditions

9.15.1. The General Terms and Conditions is made in English and Vietnamese and both have equal legal validity.

9.15.2. The General Terms and Conditions is govern by the laws of Vietnam. Any dispute between the Customer and the Bank arising out of or in connection with the General Terms and Conditions shall be settled by competent courts of Vietnam.

9.15.3. Amendments to the 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 take effect upon the Bank giving notification to the Customer (unless otherwise advised in the notification) 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 effectiveness of amendment (as provided in the Bank's notification) will constitute acceptance by the Customer to be bound by such amended General Terms and Conditions. If the Customer does not accept the proposed amendments, the Customer must immediately notify the Bank and cancel or terminate the Service with the Bank and close Account(s).

9.16. Your Statutory Rights

Nothing in this General Terms and Conditions will reduce your statutory rights including your rights relating to misdescribed accounts or services, the fairness of terms on which they are provided to you, any rights you may have to close your account and/or claim for compensation.

9.17. Trace/ Complain

If the Bank does not deliver the standard of service you expect, or if you think we have made a mistake, please let us know. The Bank will investigate the situation and, if necessary, set about putting matters right as quickly as possible. Where appropriate the Bank will also take steps to prevent a recurrence. The Bank has trace/complaint handling procedures via the following channels:

- Your HSBC first points of complaint directly at HSBC are:
  - Contact Centre: (84 28) 37 247 247 - Email: [direct@hsbc.com.vn](mailto:direct@hsbc.com.vn)
  - Branches: Branch / Transaction Office Managers, Relationship Managers or Customer Service Managers
  - Mail: HSBC Bank Vietnam Ltd., P.O. Box No. 087, Central Post Office, Ho Chi Minh city, Vietnam.

- You can also ask for your case to be reviewed by management at a higher level within the Bank if you are not satisfied. Please write to:

Customer Relations Team

HSBC Bank (Vietnam) Ltd.

The Metropolitan, 235 Dong Khoi, District 1

Ho Chi Minh city, Vietnam.

- If you are not entirely satisfied with our handling of your complaint, you have the right to refer the matter to one of the following organisations:

- Consumers' Interest Protection Associations (VINASTAS)

Address: 214/22 Ton That Tung, Dong Da, Ha Noi

Email: khieunai.ntd@gmail.com

Phone: (84 24) 35745757 / (84) 904247279

Failing to reach mutual agreement, Customer may submit their complaint to: Court (please refer to your local court authority or website:

<http://toaan.gov.vn/portal/page/portal/tandtc/315135>)

## **DECLARATION**

The Customer confirms to have read, understood and agrees to be bound by the General Terms and Conditions. The Customer also agrees that the General Terms and Conditions along with the forms for opening the Account(s), Contract for Opening and Use of Account 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.



## ANNEX OF GENERAL TERMS AND CONDITIONS

### COLLECTION AND USE OF CUSTOMER INFORMATION, FINANCIAL CRIME RISK MANAGEMENT ACTIVITY AND TAX COMPLIANCE - TERMS AND CONDITIONS

#### 1. DEFINITIONS

Capitalised terms used in these Terms shall have the following meanings, unless the context otherwise requires:

**“Authorities”** means any judicial, administrative or regulatory body, any government, or public or government agency, instrumentality or authority, any Tax Authority, securities or futures exchange, court, central bank or law enforcement body, or any agents thereof, having jurisdiction over any part of HSBC Group.

**“Compliance Obligations”** means obligations of any member of the HSBC Group to comply with: (a) any applicable local or foreign statute, law, regulation, ordinance, rule, judgment, decree, voluntary code, directive, sanctions regime, court order, agreement between any member of the HSBC Group and an Authority, or agreement or treaty between Authorities and applicable to HSBC or a member of the HSBC Group (**“Laws”**), or international guidance and internal policies or procedures, (b) any demand from Authorities or reporting, regulatory trade reporting, disclosure or other obligations under Laws, and (c) Laws requiring HSBC to verify the identity of our Customers.

**“Connected Person”** means a person or entity whose information (including Personal Data or Tax Information) is provided by, or on behalf of, the Customer to any member of the HSBC Group or otherwise received by any member of the HSBC Group in connection with the provision of the Services. In relation to the Customer, a **Connected Person** may include, but is not limited to, any guarantor of the Customer, a director or officer of a company, partners or members of a partnership, any “substantial owner”, “controlling person”, or beneficial owner, trustee, settlor or protector of a trust, account holder of a designated account, payee of a designated payment, representative, agent or nominee of the Customer, or any other persons or entities having a relationship to the Customer that is relevant to its banking relationship with the HSBC Group.

**“controlling persons”** means individuals who exercise control over an entity (for a trust, these are the settlor, the trustees, the protector, the beneficiaries or class of beneficiaries, and any other individual who exercises ultimate effective control over the trust, and in the case of a legal entity other than a trust, such term means persons in equivalent or similar positions of control).

**“Customer Information”** means Personal Data, confidential information, and/or Tax Information of either the Customer or a Connected Person.

**“Financial Crime”** means money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, evasion of economic or trade sanctions, and/or violations, or attempts to circumvent or violate any Laws or regulations relating to these matters.

**“HSBC”** means **HSBC Bank (Vietnam) Ltd.**

**“HSBC Group”** as defined in the General Terms and Conditions.

**“Loss”** means any claim, charge, cost (including, but not limited to, any legal or other professional cost), damages, debt, expense, tax, liability, obligation, allegation, suit, action, demand, cause of action, proceeding or judgment, however calculated or caused, and whether direct or indirect, consequential, punitive or incidental.

**“Personal Data”** means any data relating to an individual (and corporate entities, in those countries where data privacy law applies to corporates), from which the individual can be identified, including, without limitation, sensitive personal data, name(s), residential address(es), contact information, age, date of birth, place of birth, nationality, citizenship, personal and marital status.

**“Services”** means, without limitation, (a) the opening, maintaining and closing of the Customer’s bank accounts, (b) the provision of credit facilities and other banking products and services to the Customer (including, for example, securities dealing, investment advisory, broker, agency, custodian, clearing or technology procuring services), processing applications, ancillary credit assessment and product eligibility assessment, and (c) the maintenance of HSBC’s overall relationship with the Customer, including marketing or promoting financial services or related products to the Customer, market research, insurance, audit and administrative purposes.

**“Substantial owners”** means any individuals entitled to more than 10% of the profits of or with an interest of more than 10% in an entity either directly or indirectly.

**“Tax Authorities”** means domestic or foreign tax, revenue, fiscal or monetary authorities.

**“Tax Information”** means any documentation or information (and accompanying statements, waivers and consents) relating, directly or indirectly, to the tax status of a Customer (regardless of whether that Customer is an individual or a business, non-profit or other corporate entity) and any owner, “controlling person”, “substantial owner” or beneficial owner of a Customer, that HSBC considers, acting reasonably, is needed to comply (or demonstrate compliance, or avoid non-compliance) with any HSBC Group member's obligations to any Tax Authority. Tax Information includes, but is not limited to, information about: tax residence and/or place of organisation (as applicable), tax domicile, tax identification number, Tax Certification Forms, certain Personal Data (including name(s), residential address(es), age, date of birth, place of birth, nationality, citizenship).

**“Tax Certification Forms”** means any forms or other documentation as may be issued or required by a Tax Authority or by HSBC from time to time to confirm the tax status of an account holder or the Connected Person of an entity.

Reference to the singular includes the plural (and vice versa).

## **2. COLLECTION, PROCESSING AND SHARING OF CUSTOMER INFORMATION**

These Terms explain how HSBC will use information about the Customer and Connected Persons. By using the Services, the Customer agrees that HSBC and members of the HSBC Group shall use Customer Information in accordance with these Terms.

Customer Information will not be disclosed to anyone, other than where:

- other members of the HSBC Group requires it for the purposes of operation, management and compliance;

- HSBC is legally required by applicable laws, international treaties and conventions that HSBC must to complied with, to disclose ;
- HSBC has a public duty to disclose;
- HSBC’s or a third party’s legitimate business purposes require disclosure;
- the disclosure is made with the Customer’s consent; or
- it is disclosed as set out in the provisions of these Terms and Conditions consented by the Customer during the time when the account is opened. stage.

## 2.1. COLLECTION

HSBC and other members of the HSBC Group may collect, use and share **Customer Information** (including relevant information about the Customer, the Customer’s transactions, the Customer’s use of HSBC’s products and services, and the Customer’s relationships with the HSBC Group). **Customer Information** may be requested from the Customer (or a person acting on the Customer’s behalf), or may also be collected by or on behalf of HSBC, or members of the HSBC Group, from other sources (including from publically available information), generated or combined with other information available to HSBC or any member of the HSBC Group.

## 2.2. PROCESSING

HSBC and/or members of the HSBC Group will process, transfer and disclose Customer Information in connection with the following **Purposes**: (a) providing Services and for any transactions requested or authorised by the Customer, (b) meeting Compliance Obligations, (c) conducting Financial Crime Risk Management Activity, (d) collecting any amounts due from the Customer, (e) conducting credit checks and obtaining or providing credit references, (f) enforcing or defending HSBC’s, or a member of the HSBC Group’s, rights, (g) for internal operational requirements of HSBC or the HSBC Group (including, without limitation, credit and risk management, system or product development and planning, insurance, audit and administrative purposes), (h) maintaining HSBC’s overall relationship with the Customer (including marketing or promoting financial services or related products to the Customer and market research) (the “**Purposes**”).

## 2.3. SHARING

By using the Services, the Customer agrees that HSBC may (as necessary and appropriate for the Purposes) transfer and disclose any Customer Information to the following recipients wherever located, including in jurisdictions which do not have data protection laws that provide the same level of protection as the jurisdiction in which the Services are supplied, (who may also process, transfer and disclose such Customer Information for the Purposes, provided that the recipients must strictly keep confidential such information provided by HSBC):

- i) any member of the HSBC Group;
- ii) any sub-contractors, agents, service providers, or associates of the HSBC Group (including their employees, directors and officers);

- iii) in response to any requests from any Authorities in accordance with the laws, international treaties and conventions for that HSBC must to comply;
- iv) anyone acting on behalf of the Customer, payment recipients, beneficiaries, account nominees, intermediary, correspondent and agent banks, clearing houses, clearing or settlement systems, market counterparties, upstream withholding agents, swap or trade repositories, stock exchanges, companies in which the Customer has an interest in securities (where such securities are held by HSBC for the Customer);
- v) any party acquiring an interest in or assuming risk in or in connection with the Services;
- vi) other financial institutions, credit reference agencies or credit bureaus, for obtaining or providing credit references in accordance with the laws;
- vii) any third party fund manager who provides asset management services to the Customer;
- viii) any introducing broker to whom HSBC provides introductions or referrals;
- ix) in connection with any HSBC business transfer, disposal, merger or acquisition; and
- x) Other circumstances that the Customer consent to.

### **3. CUSTOMER OBLIGATIONS**

- 3.1. The Customer agrees to inform HSBC promptly, and in any event, within 30 (thirty) days in writing if there are any changes to Customer Information supplied to HSBC or a member of the HSBC Group from time to time, and to respond to any request from, HSBC, or a member of the HSBC Group.
- 3.2. The Customer confirms that every Connected Person whose information (including Personal Data or Tax Information) they have provided to HSBC or a member of the HSBC Group has been notified of and agreed to the processing, disclosure and transfer of their information as set out in these Terms. The Customer shall advise Connected Persons that they may have rights of access to, and correction of, their Personal Data.
- 3.3. Where:
  - a Customer fails to provide Customer Information that HSBC reasonably requests, or
  - a Customer withholds or withdraws any consents which HSBC may need to process, transfer or disclose Customer Information for the Purposes, or
  - HSBC or a member of the HSBC Group has suspicions regarding the possible commission of Financial Crime or a Customer presents a potential Financial Crime risk to a member of the HSBC Group,

HSBC may:

- a. be unable to provide new, or continue to provide all or part of the Services to the Customer and reserves the right to terminate its business relationship with the Customer;

- b. take actions necessary for HSBC or a member of the HSBC Group to meet the Compliance Obligations; and/or
- c. temporarily suspend Customer account(s); or
- d. Close Customer account(s) (if applicable).

In addition, the failure of a Customer to supply their, or their Connected Person's, Tax Information and accompanying statements, waivers and consents, may result in HSBC making its own decision with respect to the Customer's status, including whether to report such Customer to a Tax Authority, and may require HSBC or other persons to withhold amounts as may be legally required by any Tax Authority and paying such amounts to any Tax Authority.

#### **4. DATA PROTECTION**

Whether it is processed in a home jurisdiction or overseas, in accordance with data protection legislation, Customer Information will be protected by a strict code of secrecy and security which all members of the HSBC Group, their staff and third parties are subject to.

#### **5. FINANCIAL CRIME RISK MANAGEMENT ACTIVITY**

- 5.1. HSBC, and members of the HSBC Group, are required, and may take any action they consider appropriate in their sole and absolute discretion, to meet Compliance Obligations in connection with the detection, investigation and prevention of Financial Crime (“**Financial Crime Risk Management Activity**”).

Such action may include, but is not limited to: (a) screening, intercepting and investigating any instruction, communication, drawdown request, application for Services, or any payment sent to or by the Customer, or on its behalf, (b) investigating the source of or intended recipient of funds (c) combining Customer Information with other related information in the possession of the HSBC Group, and/or (d) making further enquiries as to the status of a person or entity, whether they are subject to a sanctions regime, or confirming a Customer's identity and status.

- 5.2. Exceptionally, HSBC's undertaking of Financial Crime Risk Management Activity may lead to HSBC delaying, blocking or refusing the making or clearing of any payment, the processing of Customer instructions or application for Services or the provision of all or part of the Services. To the extent permissible by law, neither HSBC nor any other member of HSBC Group shall be liable to the Customer or any third party in respect of any Loss whether incurred by the Customer or a third party in connection with the delaying, blocking or refusing of any payment or the provision of all or part of the Services or otherwise as a result of Financial Crime Risk Management Activity.

#### **6. TAX COMPLIANCE**

The Customer acknowledges they are solely responsible for understanding and complying with their tax obligations (including but not limited to, tax payment or filing of returns or other required documentation relating to the payment of all relevant taxes) in all jurisdictions in which those obligations arise and relating to the opening and use of account(s) and/or Services provided by HSBC and/or members of the HSBC Group. Certain countries may have tax legislation with extra-territorial effect regardless of the Customer's place of domicile, residence, citizenship or

incorporation. HSBC and/or any member of the HSBC Group does not provide tax advice. The Customer is advised to seek independent legal and/or tax advice. HSBC and/or any member of the HSBC Group has no responsibility in respect of a Customer's tax obligations in any jurisdiction which they may arise including, without limitation, any that may relate specifically to the opening and use of account(s) and/or Services provided by HSBC and/or members of the HSBC Group.

## **7. MISCELLANEOUS**

- 7.1. In the event of any conflict or inconsistency between any of these Terms and those in any other service, product, business relationship, account or agreement between the Customer and HSBC, these Terms shall prevail. Any consents, authorisations, HSBC requested waivers and permissions that already exist from the Customer in relation to Customer Information shall continue to apply in full force and effect, to the extent permissible by applicable local law.
- 7.2. If all or any part of the provisions of these Terms become illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair the legality, validity or enforceability of such provision in any other jurisdictions or the remainder of these Terms in that jurisdiction.

## **8. SURVIVAL UPON TERMINATION**

These Terms shall continue to apply notwithstanding their termination, any termination by HSBC or a member of the HSBC Group of the provision of any Services to the Customer or the closure of any Customer account.

## 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.

“**Phone Banking 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 utilization 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 Account;
- (b) obtain information on recent transactions performed on 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) activate the Credit Card(s), including the activation via Contact Center, Interactive Voice Record or the SMS as designed by the Bank;
- (f) 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 authorized in writing by the Customer shall be deemed by the Bank to be so authorized;
- (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 and/or with the information provided by the Customer according to the Bank's regulation from time to time; (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/or with the information provided by the Customer according to the Bank's regulation from time to time and shall not be under a duty to verify the identity of the Customer;
- (c) undertakes to keep the PIN and other secured personal information 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.

- (d) understands and agrees that the Customer 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 and/or with the information provided by the Customer according to the Bank's regulation from time to time before the Customer notifies the Bank in accordance with sub-clause 4(e) below;
- (e) 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;
- (f) 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 arisen as a result of such instructions;
- (g) 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 its 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;
- (h) 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;

- (i) 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, flood, 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;
- (j) 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 which 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;
- (k) 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;
- (l) 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;
- (m) 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;
- (n) the Bank shall keep a system-generated record or a request message record system of all transactions conducted by the Customer using the PhoneBanking Services and that transaction and/or associated charges (if any), not including associated charges regarding to request message, 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;
- (o) 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;
- (p) 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;

- (q) agrees that system-generated report or request message recorded by the system referred to in sub-clause 4(n) 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;
- (r) acknowledges that the system-generated report or request message recorded by the system referred to in sub-clause 4(n) 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;
- (s) 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 and/or with the information provided by the Customer according to the Bank's regulation from time to time 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
- (t) agrees that once he/she has given an instruction by telephone together with the PIN and/or with the information provided by the Customer according to the Bank's regulation from time to time 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.

## 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 authorize them. 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

In these Terms references to:

“**You**”, “**your**” and “**yours**” refer to you, our customer. Where more than one person is authorized 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;

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

“**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**” is the unique identifier, by whatever name called, which is selected by you in connection with the services.

“**Password**” includes all confidential passwords, phrases, 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** (if applicable) is a process where by you reset your Internet Banking Password offline. In this process, you are required to call in to us in case you still remember your password or send us the request form for approval to reset your password.

“**OLR**” also known as **Online Password Reset** (if applicable) is a process where by you reset your Internet Banking Password online by answering successfully both two Security Questions and Answers.

“**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, Password (if applicable), 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, Password, Password Reset Questions, Security Code and any other identifiers prescribed by us from time to time.

## **2. APPLICABLE TERMS**

- a. 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.
- b. 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.
- c. 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**

- a. You agree to comply with the Terms and follow the guidance and any security procedures mentioned in them and provided by us online.
- b. To use the services, you will need a unique identifier (Username), and a Security Device (Security Device) and, if required, a Password.
- c. 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.
- d. You agree to follow the guidance provided by us in designating the Username, the Password, Password Reset Questions, Security Code and any other authentication instructions from us to identify you.
- e. For OFR, you may change the Password at any time but any change shall be effective only if accepted by us.
- f. 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.
- g. We use your Username, Security Code and, if applicable, Password to identify you. Clause 10 sets out your liabilities for everything that is done with your Username, Security Code and Password (if applicable).
- h. You must keep your Password secret and secure at all times and exercise reasonable care and diligence to prevent unauthorised use of your Username, 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).
- i. 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.
- j. You must notify us immediately of any unauthorised access to the services or any unauthorized transaction or instruction that you know of or suspect or if you suspect someone else knows your Username, 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 unauthorized 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.

- k. We may have to ask you for your Username, but not your Password, in order to provide maintenance services to you. If you supply us with your Username we will keep it secure. NEVER REVEAL YOUR PASSWORD TO ANYONE, not even an employee of the Bank.
- l. You agree that you are responsible for the performance and protection of any browser or Personal Computer used in connection with the service.
- m. 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**

- a. 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.
- b. An Instruction will be considered as authenticated and accepted by us if it has been effected through the services using appropriate Username, Security Code and Password, and any other additional verification imposed by us, if applicable.
- c. An authenticated Instruction for a joint account (include but not limited to opening an Online Savings Account and Time Deposit Account) is considered a mutual request of all account holders.
- d. When you send Instructions in connection with the services using your Username, Security Code and, if applicable, Password, 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.
- e. 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.
- f. 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.
- g. 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.
- h. 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. For reasons of security and to protect the interests of the Customer, the Bank, at its discretion, may auto suspend the operation of Internet Banking Account in circumstance where there has been no access on such Internet Banking Account for a 12 months period without any further notice. In order to use Personal Internet Banking service again, please contact the Bank to re-register for Internet Banking service.

- i. 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.
- j. Upon registering for Internet Banking, you will receive bank e-Statements (electronic statements), which can be downloaded and saved onto your computer. e-Statements are generated with the same frequency as paper statements and can be accessed through the Statements section in the left hand menu of Internet Banking at any time. Note: Internet Banking customers will not receive paper statements, except where required for legal purposes upon request.
- k. Upon any change in your customer segment or tier (Premier, CEPS, Personal Banking, or other customer segment(s) or tier(s) which the Bank might apply at any time), the payees that you registered on Internet Banking will be unavailable. You can re-register payees on Internet Banking by following the Bank's instruction at the time of re-registering.

## **5. YOUR INFORMATION**

- a. You must provide information and any updates that we reasonably request to enable us to provide the services. If you do not provide the information and/or its latest iteration that 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 Service is true, complete and up-to-date.
- b. 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.
- c. 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).
- d. 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**

- a. 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.
- b. 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, Security Code, Password Reset Questions and, if applicable, Password.

## **7. COPYRIGHTS, TRADEMARKS AND COPYING MATERIALS**

- a. Please note that HSBC and our Hexagon logo are registered trademarks.
- b. We have a license for or own all copyrights for our internet website(s) through which you access the service and all trademarks and other materials used on it.
- c. 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):
  - i) 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;
  - ii) remove or alter any proprietary marking, including any trademark or copyright notice, in or on the Confidential Information; or
  - iii) incorporate or combine the Confidential Information with any other information or program.
- d. 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.
- e. Note that nobody may use any part of our internet website(s) on any other website(s), or link any other website(s) to our internet website(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. You will be responsible for any direct loss suffered by you as a result of unauthorized transactions arising directly from or in connection with your use of the services due to your fraudulent action or your gross negligence.
- b. If you let any other person use any one or more of the following: i) your Username, 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 unauthorized 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 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 the following as soon as reasonably practicable an actual or possible disclosure of your Username or Password or Password Reset Questions or Security Code and/or unauthorised use, control or loss of your Security Device to us, and HSBC has received this report, you will not be liable for the loss incurred after HSBC has received this report 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 and, if applicable, Password and after the Bank received report from Customer under Clause 10.d hereof;
  - 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, 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 authorize 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. For reasons of security and to protect the interests of the Customer the Bank, at its discretion, may auto suspend the operation of Internet Banking Account in circumstance where there has been no access on such Internet Banking Account for a 12 months period without any further notice. In order to use Personal Internet Banking service again, please contact the Bank to reregister for Internet Banking service. In case that Customer requires to close all Banking Accounts (included Joint Accounts) at HSBC, the Internet Banking Account will automatically closed within 30 next working days.
- h. 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.
  - i) 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.
  - ii) 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.
  - iii) 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) Shall not persistently send messages without cause or cause threat, harassment, embarrassment, inconvenience;
- c. Complaints concerning Bills Payments and Merchants.
- d. 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 Vietnamese laws.
- 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 rights holder.
- 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, 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 and/or 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 unauthorized person(s) using your Username, 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.