

**HSBC BANK (VIETNAM) LIMITED**

**GENERAL TERMS AND CONDITIONS**



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These General Terms and Conditions are effective from 01/07/2024

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## LIST OF DEFINITIONS

The following are the definitions used in this document.

**Account Statement** means the Account information statement that represents the transactions of the Customer's Account and includes monthly or periodic statements; a summary of the Account that the Customer views or may view each time of access to the Online Bankings; and other aggregate statements information of multiple Customer's Accounts.

**Password Reset Questions** refer to a series of security questions selected by the Customer and the corresponding security answers that the Customer has provided to the Bank during the Online Banking and/or Online Password Reset process.

**Instruction** means any instruction, request, instruction written or otherwise (corresponding to each type of Service) provided or deemed to be provided by the Customer, including instructions, requests, instructions received by the Bank from the Authorized Person, whether directly or indirectly, through electronic means, e-mail, telephone or through other communication channels or devices.

**Substantial Owner** means any individual who has the right to, whether directly or indirectly, more than 10% of the profits or interests of an organization.

**Account Holder** means the person in whose name is to open the Account and is specified in the Personal Account Opening Form. The term "Account Holders" includes "Account Holders" as appropriate.

**Instrument** means a bill of collection, money order, cheque, cash, Bank draft or other means of payment, negotiable instruments, payment orders or valuable papers or other instruments issued, discounted, paid or processed by the Bank on behalf of the Customer or received from the Customer for margin or withdrawal collection, debt collection or acceptance or use as collateral.

**Tax Authority** means the tax, budgetary, financial or monetary authorities in the country or abroad.

**Services** means the Services provided directly or indirectly by HSBC Bank or the HSBC Group, including:

- a. The opening, maintenance and closure of Customer's Accounts;
- b. Account-related services, on-demand notification message services, Online Bankings, telephone banking services;
- c. Granting credit and other Banking Products and Services to the Customer;
- d. Maintaining HSBC's overall relationship with the Customer, including marketing or promoting the relevant Financial Services or Products to the Customer, market research, insurance, auditing and operational purposes;
- e. Other services are provided by the Bank from time to time within the scope of law.

**On-Demand SMS Notification Service** means the Service that the Customer registers with the Bank, whereby the Bank will send a text message via telephone (SMS) to the Customer to inform the Customer of transaction information arising on the Customer's Account and Debit Card. The SMS message is sent to the phone number that the Customer has previously registered with the Bank.

**E-Banking** means all current or future Services provided directly or indirectly by the Bank or the HSBC Group through any Access Terminals or information, communication and transaction systems including internet or telephone Automated Banking and other automated or electronic Services.

**Telephone Banking Services** means the Services provided by the Bank for the execution of Transactions (as defined below), including:

- a. Transactions can be carried out at any time with the help of the Bank's staff at the request of the Customer over the phone;
- b. Transactions can be made at any time without the help of the Bank's staff using the Automated Service via telephone;
- c. From other transactions that the Bank allows to be used from time to time.

**Joint Account Holders** means the Account holders for a Joint Account.

**Correspondence Address** means the Correspondence Address that the Customer has registered with the Bank.

**Personal Data** means any data relating to an individual (and legal entities, in countries/territories where privacy laws apply to companies), from which an individual can be identified, including sensitive personal data such as name(s), residential address(s), contact information, age, date of birth, place of birth, nationality, citizenship, personal status, and marital status.

**Transaction Record** means written or electronic data of activity or information relating to the Account or Instructions issued by the Bank including Account Statements, receipts, SMS messages from the On-Demand SMS Notification Service, Transaction Record or confirmations provided by the Bank.

**Transaction** means all activities on the Customer's Account as well as the use and receipt of other information and services that the Bank may arrange from time to time in accordance with the terms and conditions specified by the Bank.

**Customer** means the Account Holder and/or user of the Bank's Services. Where two or more persons have the same right to use the Account, this term Customer includes each person and all Joint Account Holders, each person and all persons entitled to use the Account and all such persons shall be jointly and severally liable under these General Terms and Conditions.

**Amounts Owing** means all amounts owed by the Customer to the Bank in connection with the Account, other credit facilities or for any other reason from time to time and costs incurred for the recovery of the Amounts Owing.

**Security Code** means a one-time Password generated by a Security Device or Digital Secure Key.

**Password** includes all Passwords, phrases, passcodes, digits or other forms of identification that are secured and provided to the Customer that such Passwords, phrases, passcodes, digits or other forms of identification are used to connect with Personal Internet Banking in accordance with the Bank's regulations.

**Bank or HSBC** means HSBC Bank (Vietnam) Limited and its branches, and transaction offices of HSBC Bank (Vietnam) Limited.

**Personal Internet Banking** (or "Internet banking", "Online Banking") is a digital banking service that individual customers can access through the Bank's web browser or mobile application to perform financial transactions such as checking accounts, transferring money, etc. bill payment and account management... without having to go to the Bank's branches/transaction offices.

**Business Day** means the day on which the Bank is open for operation.

**Related Party** means the 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 any member of the HSBC Group received by any other method in connection with the provision Services. For Customer, Related Partys may include any of Customer's guarantors, directors or officers of the company, general partners or members of partnerships, any Substantial Owner, "controlling person", or beneficial owners, the trustee, the trustee or asset manager, the account holder of the nominated account, the payee of the designated payment, the representative, agent or designee of the Customer, or any other person or entity with whom the Customer relates to the Banking relationship between the Customer and HSBC Group.

**Authorized Person** means, for each Account and Services provided by the Bank, the designated individual and his/her signature registered with the Bank by the Customer by a Written Authorization to use and administer the Account and the Banking Services or equivalent document (as may be amended, as amended from time to time) (collectively, the "**Power of Attorney**") is a person authorized to give Instructions, request and/or execute Transactions in the name of, on behalf of and on behalf of the Customer.

**Security Code Generation Method** means the method and method of generating a Security Code using a Security Device or Digital Secure Key.

**Personal Identification Number** or **PIN** means the number assigned by the Bank to the Customer for identification when using the Phone Banking Services when giving Instructions to the Bank by phone or other number(s) replaced by the Customer and accepted by the Bank from time to time.

**Account** means:

- a. Any and any Personal Account (as the context may require), including one or more Designated Accounts and one or more Credit Card Accounts opened or to be opened from time to time at the Bank for which one or more Services are established; and/or
- b. Associated with the Username, Password (if applicable), and Security Device that has been provided to Customer for the use of the Service or Digital Secure Key that Customer has successfully activated to replace the Security Device;
- c. The Account that the Customer opens at the Bank from time to time may be understood as one or more Accounts.

**Designated Account** means an Account currently maintained with the Bank and designated by the Customer for the purpose of relating to the transfer of funds as set out in the Telephone Banking Services.

**Credit Card Account** means an Account associated with a Credit Card issued by the Bank.

**Products** include:

- a. providing payment services via accounts;
- b. Debit Cards;
- c. credit cards;
- d. Savings Deposit products;
- e. and other Products.

**HSBC Group** means HSBC Holdings plc, and/or any of its affiliates, subsidiaries, affiliates and subsidiaries and offices of HSBC Holdings plc, its affiliates, subsidiaries, affiliates, affiliates of HSBC Holdings plc, and "any member of the HSBC Group" has the same meaning.

**Username** is a unique identifier, under any name that Customer chooses in connection with the Services.

**Security Device** means the devices installed by the Bank for the Customer to be used by the Customer to initiate Security Codes (One-Time Passwords) to connect and Transaction through Personal Internet Banking Services.

**A Mobile Device or Compatible Mobile Device** is a smart mobile device that uses the operating systems supported by the Bank to install the HSBC Vietnam App, including smartphones and tablets,....

**Access Terminal** means any device, e.g. computer, telephone or ATM/ATM, used by the Customer to access the Account and/or use the Bank's Services.

**Offline Password Reset** is the process by which the Customer resets the Customer's Online Banking Password offline. During this process, the Customer needs to call the Bank to get the Bank's approval to reset the Password.

**Online Password Reset** is the process by which the Customer resets the Customer's Internet Banking Password by himself in case he still remembers the two security questions and answers.

**Digital Secure Key** means a security feature that works on the HSBC Vietnam App, which is designed to be used for the generation of Security Codes (one-time Passwords) to access and transact through Personal Internet Banking Services.

**HSBC Vietnam App or HSBC Mobile Banking App** is a mobile application provided and continuously updated by the Bank, which can be downloaded on any Mobile Device running any operating system supported by the Bank from time to time, through which the Customer can access the Banking Services available on the application of the Bank. Use of the HSBC Vietnam App is subject to these General Terms and Conditions and the relevant terms and conditions.

## **INFORMATION AND DESCRIPTION OF THE BANK'S PRODUCTS AND SERVICES**

### **Account (or Transactional Account):**

The Transactional Account, Current Account and Savings Account are collectively referred to as Transaction Accounts and are demand deposit accounts opened by Customers at HSBC to use payment services provided by HSBC. This is the main account owned by one or more individuals and is used to make electronic payment transactions such as deposits, withdrawals, transfers, and payments for personal expenses. A Current Account may come with features such as debit cards, online banking access, and remote payment capabilities to support transactions and financial activities.

**Joint Account:**

Is any Transactional Account that is named, owned, and has an equal interest in the balance in the account. Joint Account holders can make deposits, withdraw funds from the account, and often have the ability to manage joint accounts. This account is usually used by family members or individuals who want to share finances and are jointly responsible for account management. Joint Account holders are generally considered equally liable for any debts or liabilities associated with the account. A Joint Account can be set up as a Current Account or Savings Account.

**Time Deposits:**

It is a savings account that enjoys a fixed interest rate until the maturity date or a certain term with an interest rate higher than the demand interest rate. When depositing money with a Time Deposit, the Customer receives the savings interest on the deposit after a certain term, usually from a few months to several years. During this time, the deposit amount is locked in the account, and the account holder usually receives a higher interest rate than regular savings or checking accounts.

Time Deposits can be automatically renewed at the Customer's request. Customers are only allowed to send and receive payment for Time Deposits through their own Current Account.

Time Deposits are usually insured by deposit insurance schemes as prescribed by law from time to time. Time Deposit account holders can withdraw money before the maturity date, in which case, the Bank may apply a penalty fee for early withdrawal or impose an interest rate different from the interest rate agreed upon at the time of deposit.

**Step-up Time Deposit:**

As a Time Deposit product with a flexible early withdrawal option, it assists the Customer in meeting unplanned or irregular financial needs. Customers can only deposit and receive Step-up Time Deposit payments through their own Transactional Account.

Step-up Time Deposit is a savings account with an interest rate that increases over time, and the Customer can withdraw funds without being charged an interest rate lower than the interest rate at the time of placing the savings. The term of Step-up Time Deposit can be 12 months or 24 months, depending on the Bank's regulations from time to time, and the interest cycle can be monthly or quarterly depending on the Customer's choice. Step-up Time Deposit does not have the option to automatically renew after the end of the term.

**Savings Deposit:**

Savings Deposit is the amount of money deposited by the Customer at the Bank on the principle that the principal and interest are fully refunded as agreed with the Bank. Savings Deposits will enjoy a fixed interest rate until the maturity date and interest will be paid on the maturity date.

Savings Deposits are not pledged or guaranteed by HSBC. Savings Card Notice is a certificate confirming the ownership of the owner of the Savings Deposit or the co-owner of the Savings Deposit deposited at the Bank.

In case the Customer wishes to transfer the ownership of the Savings Deposit, the Customer will follow the Bank's instructions and comply with the relevant laws. In case the Savings Card Agreement is



broken/torn/lost, after the Customer performs the necessary verification procedures as required by the Bank, the Bank will proceed to settle or close the Savings Account.

The form of Savings Deposit is in accordance with the provisions of law and the Bank from time to time.

### **Savings Account**

It is one of the types of Transactional Accounts with demand deposits to use payment services provided by HSBC. Demand deposit interest on Vietnam Dong will be calculated on the daily balance at the interest rate, which will be compounded at the time specified by the Bank. The interest earned will be credited to Savings Account every month or in each case according to the terms specified by the Bank from time to time) if it is in Vietnam Dong, or every half year for foreign currencies. Interest on Savings Account closed during the interest calculation period will be calculated until the last day. The interest rate for Savings Account is announced from time to time at the Bank's branches/transaction offices and/or published on the Bank's website every day

Withdrawals from Savings Account can be made during Business Days at Branches/Transaction Offices. Customers must present all documents required by the Bank when withdrawing cash from Savings Account. In the case of Savings Account in a foreign currency, cash withdrawals in foreign currencies must be notified in advance and are subject to the Bank's availability of the required foreign currency and the Bank reserves the right to charge a fee for cash withdrawals from Savings Account.

### **Debit Card (or Visa Debit Card):**

It is a card issued by a bank affiliated with International Card Associations. The Debit Card can be used to pay for purchases of goods and services directly or online, withdraw money at ATMs, and swipe cards with POS machines in many countries around the world.

The Debit Card is directly linked to the Customer's Current Account, and the Customer may use the Debit Card to withdraw, make payments and transfer funds within the amount of funds currently in the Customer's Transactional Account. The Debit Card does not have the feature of spending now, pay later or installments.

### **Credit Card (or Card):**

Is a payment instrument issued by the Bank, allowing Cardholder to spend the credit limit granted under the agreement for (i) purchases of goods, services on the basis of buy now and pay later at points accepting card payments and (ii) cash withdrawal. Cardholder will repay the card balance with finance charges, fees and other additional payments (if any) by paying in one lump sum on the payment due date, or within another period of time.

### **Providing payment services via accounts:**

It is the supply of means of payment; Perform cheque payment services, payment orders, payment authorizations, collections, collection authorizations, bank cards, and other payment services for Customers through the Customer's Transactional Account. These services support the transfer of funds between parties.

### **Unsecured Loans:**

It is a form of credit through which the Bank (the Lender) assigns or commits to give the Customer (the Borrower) an amount of money without collateral to pay for expenses for consumption purposes for a certain period of time ("Unsecured Loan"), on the principle of full repayment of the principal, interest as agreed with the Bank. This Unsecured Loan is granted based on the borrower's creditworthiness, assessed through credit history and ability to repay.

The Borrower's reputation and credit history will be reflected in the information provided by the Customer and other relevant information of the Customer that the Bank is allowed to collect and process in accordance with the provisions of law and the agreements between the Customer and the Bank from time to time. Depending on the prestige and income level, each customer will be considered for a different unsecured loan limit. Customers can take out unsecured loans up to 15 times their salary if the dossier meets the Bank's conditions. The term of the Unsecured Loans is flexible, ranging from 12 months to 60 months. The interest rate of the Unsecured Loan will also vary, the interest rate is calculated based on the loan amount as well as the customer's conditions. It is possible to borrow unsecured loans for purposes such as: personal consumption, building houses/repairing houses, buying furniture, weddings, traveling, etc. or other financial consumption needs.

For the need for Unsecured Loans to deposit savings, buy gold, invest in securities, large-scale business... and loan purposes that are not permitted by law will not be supported by the Bank.

Depending on each type of product of the Bank, Unsecured Loans have different characteristics related to: loan amount, interest rate, loan term, loan approval procedures and many other features; For details, please refer to the website [www.hsbc.com.vn](http://www.hsbc.com.vn)

### **Mortgage:**

It is a form of credit through which the Bank (the Lender) assigns or commits to give the Customer (the Borrower) an amount of money based on collateral to be used for a specified purpose within a certain period of time ("Mortgage Loan"), on the principle of full repayment of the principal. interest as agreed with the Bank. This asset is used as collateral for the Mortgage Loan throughout the loan term. Security measures for a Mortgage Loan include: pledge, mortgage, guarantee.

Depending on the type of Bank's products, Mortgage Loans have different characteristics related to: loan amount, interest rate, loan term, loan approval procedures and many other features; For details, please refer to the website [www.hsbc.com.vn](http://www.hsbc.com.vn).

## I. GENERAL TERMS AND CONDITIONS

The following terms and conditions ("**General Terms and Conditions**") of HSBC Bank (Vietnam) Limited apply to individual customers at the Bank's branches/transaction offices. These General Terms and Conditions apply to all products and services provided by the Bank. A copy of such terms and conditions will be provided by the Bank upon request.

### 1. USE OF ACCOUNTS AND SERVICES

- 1.1. The Customer agrees to use the Account and the Services and Products in accordance with the provisions of these General Terms and Conditions, in accordance with any agreements or additional terms and conditions or instructions for using the Services issued by the Bank and only for lawful purposes, including making regular and periodic payments at the request of the Customer and other lawful purposes as prescribed by law or as agreed between the Customer and the Bank. The Customer is not allowed to use the Account for commercial transactions, transactions not specified herein or permitted by law, HSBC Group or international treaties and commitments that the Bank must comply with. The Bank reserves the right to check for illegal or illegal use of any Account and Services and may close, suspend part or all of the Account balance, restrict or cancel the Services and Products to ensure compliance with the General Terms and Conditions, agreements or additional terms and conditions, other agreements or manuals for the use of the Service and any relevant legal provisions.
- 1.2. For Foreign Exchange Transactions (defined below), unless specifically agreed between the Bank and Customer Regarding the applied exchange rate, the exchange rate applied to payment transactions is the exchange rate announced by the Bank and applied at the time the payment is made. Customer can access the Bank's website at [www.hsbc.com.vn](http://www.hsbc.com.vn) to know the Bank's exchange rates.
- 1.3. If the Customer makes a payment in connection with a Foreign Exchange Transaction and the payment is refunded to the Bank, the Bank will convert it at the Bank's current exchange rate when the Bank receives the refunded payment. The Bank is not responsible for exchange rate fluctuations.
- 1.4. The terms and conditions for Foreign Exchange Transactions set out in these General Terms and Conditions apply to all Customers when making any transactions involving foreign currency conversion ("**Foreign Exchange Transactions**") at the Bank:
  - 1.4.1. "**Foreign Exchange Transaction**" is defined and governed by these General Terms and Conditions as a foreign currency conversion transaction that meets all of the following conditions:
    - i. in the form of buying and selling foreign currencies on the spot;
    - ii. foreign currency conversion is (a) in accordance with a specific Foreign Currency Conversion Instruction; or (b) arises from other transactions for which foreign currency conversion is necessary, mandatory and permissible, including but not limited to Transactions/Instructions/payment orders, loan repayment, remittance and receipt of money, receipts and expenditure transactions related to service fees, interest rates of the Bank or related entities and transactions for which the Bank is authorized to automatically

perform foreign currency conversion in accordance with the relevant agreement between the Bank and the Customer, such as agreements on credit facilities, deposit deposits, etc.;

- iii. having the applicable foreign exchange rate announced and listed by the Bank and/or applied at the time the payment is made;
- iv. The Customer agrees that the Bank is entitled to apply the foreign currency purchase rate from the Customer's foreign currency account to collect fees according to the Personal Banking Tariff in Vietnam Dong on the basis of the service fee amount in Vietnam dong collected after foreign currency conversion, the difference is not more than +/- 0.5% of the posted fee amount.

1.4.2. Foreign Exchange Transaction Agreement: The Bank and the Customer agree that these General Terms and Conditions are also a written framework agreement on Foreign Exchange Transactions that are binding on the Bank and the Customer in accordance with the laws governing foreign exchange transactions.

1.4.3. Contents of foreign exchange trading:

- i. Matters relating to Foreign Exchange Transactions shall be expressed, individually or in aggregate, in Wire Transfers, payment instructions, credit notices, debit notices, Account change notices, Transaction notices, etc., in connection with the transaction in which the Foreign Exchange Transaction arises ("**Transaction Notice**"). The Transaction Notice, as the case may be and depends on the transaction involved, will be in written form and/or generated from the Bank's system without the Bank's signature;
- ii. In addition to the contents specified in the Transaction Notice (if any), the Customer hereby agrees that the contents related to Foreign Exchange Trading shall have the following meanings:

(a) ' <b>Names of Parties</b> ':	means the Bank and the Customer as the buyer or seller of foreign currency for Foreign Exchange Transactions.
(b) ' <b>Transaction Date</b> ':	(regardless of the different naming, title or use of terminology in each context and transaction document) is the date on which the Bank and the Customer enter into a Foreign Exchange Trading agreement. To clarify, in the event that, from time to time, the characteristics or features of the Account and/or the relevant Services allow the Customer to submit a request for Foreign Exchange Trading with a future effective date, the Trading Date shall be the effective date stated on the Customer's request.
(c) ' <b>Currencies of the transaction</b> ':	is the buying and selling currency for Forex Trading.

(d) ' <b>Amount of foreign currency</b> ':	is the amount of foreign currency converted through Foreign Exchange Trading.
(e) ' <b>Payment Date</b> ':	(regardless of the name, title or use of different terms in each context and transaction document) is the date on which the Bank processes the transfer of the number of buy and sell currencies for Foreign Exchange Transactions. In case the payment date coincides with a weekly holiday or public holiday or Tet of the Vietnamese foreign currency market and/or of the market that processes payment for foreign currencies in a transaction, the payment date may be moved to the next working day.
(f) ' <b>Exchange rate</b> ':	means the applicable foreign currency conversion rate announced, listed and/or applied to Foreign Exchange Transactions at the time the payment or foreign currency conversion is made.

- 1.5. The Customer as a beneficiary under any standing instruction agrees that the crediting of an Account under a standing instruction will be contingent on the final payment of the remitter. The Customer agrees to authorize the Bank to reserve the crediting even if the instruction is returned after the date of the order to be executed regularly stems from the status of the transferor to the Customer's Account (for example, there are insufficient funds in the remitter's account).
- 1.6. In case the Customer has authorized the right to debit directly to the Account and the Account has not made any transactions under such authorization within a period of 24 (twenty-four) consecutive months, the Bank has the right to cancel the agreement on authorization of such direct debit without prior notice to the Customer even if the authorization has not expired or the authorization agreement does not specify an expiration date.
- 1.7. Funds transferred to the Account (whether in Vietnam Dong or other currencies) may not be credited to the Account on the same day if the Bank does not receive the relevant payment order before the suspension time specified by the Bank from time to time. Interest will not be charged on funds transferred before the funds are actually credited to the Account.
- 1.8. In case there is a dispute between the Customer and the authorized person, the Bank has the right to consider that the power of attorney currently held by the Bank is suspended. In addition, the Bank reserves the right to suspend all activities of all or any of the Customer's accounts until the Bank deems it appropriate, if the Bank considers or has reason to believe that:
- 1.9. The Bank is holding an invalid authorization to use and operate the account; or
- 1.10. The Customer (unless acting as a trustee) is not the true owner of the deposit balance or other assets contained in the account(s).

- 1.11. The Bank reserves the right to pay the Customer any amount withdrawn from the Account in one or more ways as determined by the Bank in its sole discretion, including:
- i. Pay in cash in the currency of the Account.
  - ii. The Bank shall issue to the Customer a cheque issued by the Bank and delivered at any Bank and Amounts Owing in the currency of the Account.
  - iii. Cash payment in Vietnam Dong, converted (if necessary) from the relevant foreign currency at the Bank's current purchase rate.
- 1.12. The Bank may cancel, withdraw, suspend, change, add, supplement, or otherwise modify one or more of the Services ("**Modification of Services**"). The Customer's continued use of Products and Services immediately after the amendments and supplements of the Service Adjustment take effect will be considered as the Customer's approval of such amendments and supplements. In the event that the Customer does not agree with any Service Modification, the Customer has the right to terminate the use of the Bank's Products and Services by notifying the Bank's information channels specified in the General Terms and Conditions.
- 1.13. Whenever the Customer instructs the Bank to make the Customer's money transfer request ("**Wire Transfer**") through the Bank's branches/transaction offices, Internet Banking Services or other transaction channels or transaction methods provided by the Bank, from time to time, the following terms shall apply, unless otherwise specified for each such trading channel or trading instrument:
- 1.13.1. The Bank has the right to make a Wire Transfer according to its information system;
  - 1.13.2. The Bank will make a Wire Transfer in plain language or cryptographic notation and shall not be liable for any loss, delay, error, omission or excess that may occur during the transmission of the telegram or due to the misdecoding of the contents of the telegram upon receipt if it is not caused by the Bank's fault;
  - 1.13.3. Unless otherwise indicated, the Wire Transfer will be paid in the currency of the country/territory where the payment is made;
  - 1.13.4. Customers will pay fees and charges when the Bank performs Wire Transfer in accordance with the HSBC Premier Banking Tariff. In case the Customer requests to pay foreign fees or fees of other domestic credit institutions, the Bank will fulfill such request, however, whether the beneficiary receives the full amount or not depends on the process of the correspondent bank and/or the beneficiary's bank. The Customer confirms that it has been explained by the Bank that the beneficiary may not receive sufficient funds and that the failure to receive sufficient funds is beyond the Bank's control.
  - 1.13.5. The Bank has the right to sign the Wire Transfer at a location other than the one designated by the Customer if the business circumstances require it to do so;
  - 1.13.6. For Foreign Exchange Transactions (as defined in these Premier Master Account Terms and Conditions), unless there is a specific agreement between the Bank and the Customer on the applicable exchange rate, the exchange rate applicable to payment transactions made by the Customer in relation to foreign currency conversion is the exchange rate published by the Bank and

apply at the time the payment is made. Customers can access the Bank's website at [www.hsbc.com.vn](http://www.hsbc.com.vn) to know the Bank's exchange rates.

- 1.13.7. If the Customer makes a payment related to foreign currency conversion and the payment is refunded to the Bank, the Bank will convert it at the Bank's current exchange rate when the Bank receives the refunded payment. The Bank is not responsible for exchange rate fluctuations.
- 1.13.8. Wire transfers received by the Bank before the processing stop time specified by the Bank, depending on the time, may not be processed on the same day. The processing of Wire Transfers also depends on the responsiveness of the relevant services, including the responsiveness of the clearing system of the currency and of the country/territory of the correspondent bank and/or the payment bank;
- 1.13.9. Unless otherwise specified by the Bank, if a Wire Transfer is requested to be processed on a specific date, this processing date shall be specified by the Customer when submitting the Wire Transfer request to the Bank;
- 1.13.10. Wire transfers valid on the same day depend on the processing time of each receiving locality and/or the conditions of the payment bank. This means that the Customer's Account will be debited prior to the effective date (the date of the Wire Transfer) and the Bank will not be liable for any interest or loss incurred;
- 1.13.11. The Bank is not obliged to advise the Customer on:
  - i. Any foreign exchange controls or similar restrictions may be imposed in accordance with the local laws or regulations of the country/territory in which the payment is made and the Bank shall not be liable for any loss or delay resulting from the payment being subject to such control or restriction. The Customer needs to educate himself about foreign exchange controls or similar restrictions; and
  - ii. Any fees that may be charged by an overseas bank or other bank and the Bank is not responsible if this information is not provided.
- 1.13.12. The Bank may perform Wire Transfer by a variety of methods according to the Bank's accepted practices or practices in the country/territory where the payment is made. In the event that the country/territory where the payment is made does not have a Wire Transfer method suitable to the Bank's operation or method, the Bank will not be responsible for advising the Customer on the use of the Wire Transfer method or about any delay in payment by method in the country/territory that;
- 1.13.13. The Bank reserves the right not to accept or reject a Wire Transfer request without giving a reason.
- 1.13.14. In case the Bank has received a Wire Transfer request, the Bank has the right not to process the Wire Transfer if the Bank finds that the information provided to the Bank is inaccurate, incomplete, unclear, or the processing of such Wire Transfer request will violate any applicable law or regulation. The Bank shall not be liable for any loss or damage of any person arising from the delay, refusal and/or return of payment, or due to the Bank's delay in processing the Wire Transfer or the Bank's decision not to process the Wire Transfer, if any information provided to the Bank, in the opinion of the Bank, is inaccurate, incomplete or unclear or the handling of the Wire Transfer would be in breach of any applicable law or regulation. The Bank reserves the right to deduct from the

payment or from any Customer's Account any fees received by the bank in the country/territory in which the payment is made.

## **2. ACCEPT INSTRUCTION**

- 2.1. The Customer agrees that it will take all necessary action to ensure that each Authorised Person, at all times, is a duly appointed and authorized person to issue any Instruction. The Customer hereby instructs and requests the Bank to accept it without further verification and to act on the Instructions reasonably presented or the Bank believes that such Instructions given by the Authorized Person are valid, competent and binding on the Customer's responsibility in administering the Account and performing any Transactions with the Bank. Notwithstanding the provisions of this Article, the Bank reserves the right to refuse Instructions provided by electronic means or telephone.
- 2.2. The Bank reserves the right to refuse to execute any Instruction given by the Customer to the Bank until the Bank finds that such Instruction complies with the laws of Vietnam.
- 2.3. Any changes relating to the administration of the Account shall take effect after 03 (three) Business Days from the receipt of the written Instruction and the relevant supporting document(s) (if necessary) from the Customer.

## **3. OFFSET**

- 3.1. If any Account opened by the Customer with the Bank has a credit balance and the Customer has breached its obligation to pay any Amount Due to the Bank, the Bank reserves the right to use the amount held by the Customer with the Bank to pay off or refund the Amount Amounts Owing, This is called the right of "clearing".
- 3.2. Without limiting the foregoing, in the event that the Customer does not have sufficient deposit balance in any Account to pay the Amount Amounts Owing at a certain time and the Customer fails to repay the debt on time, any Amount Amounts Owing will be deemed to be secured by any Instrument (including Deposits Term if agreed with the Customer) issued by the Bank to the Customer and the Bank shall have the sole discretion to deem that such Instruments are immediately due, Amounts Owing and offset the proceeds for the payment of the Amounts Owing.
- 3.3. For the purpose of "setting" and without prejudice to the other provisions of these General Terms and Conditions, the Customer acknowledges and agrees that the Bank will, at any time in its sole discretion, have the right to:
  - i. Debit any Account equal to the Amount Amounts Owing;
  - ii. Convert any funds into such currency as the Bank deems appropriate;
  - iii. Combine and agree with all or any of the Customer's Accounts and the Bank will notify the Customer before performing these operations;
  - iv. Withhold, set off or transfer any amount owed by the Bank to the Customer or funds held in any Account (whether demand deposit, time deposit or otherwise) in relation to the Customer for payment of any amount and at any time in which the Customer owes the Bank in any currency whatsoever. date;



- v. To the extent permitted by law, pay any Time Deposit for clearing purposes ; in that case, the amount to be applied for clearing shall be the amount after deducting the Customer's debts to the Bank, if any;
  - vi. Other cases as agreed between the Bank and the Customer.
- 3.4. For the purposes set out in this section, the Customer's obligations or liabilities to the Bank or the Bank to the Customer may be current, future, actual, conditional, original, secure, separate or common.
- 3.5. All assets of the Customer held by the Bank will be subject to the Bank's right to hold collateral and the Bank reserves the right to retain and/or sell such assets in its sole discretion in order to fulfill the Customer's obligations to the Bank.
- 3.6. The rights set forth in this Article shall be in addition to and independently of any other security held by the Bank at any time.

#### **4. TRANSACTION RECORD AND NOTIFICATIONS**

- 4.1. Account statements are sent on a monthly basis or periodically at the request of the Customer, unless there is no Transaction arising during the Account Statement submission cycle or otherwise provided by law. The Bank reserves the right to choose, change and decide how to send the Account Statement to the Customer by any method that the Bank deems appropriate, including the Electronic Account Statement through the Online Banking or sent to the email address that the Customer has registered with the Bank.

Account statements will be submitted by one of the following methods and in order of preference below:

- i. via the Internet Banking Service if the Customer has used this Service (the Customer who receives the Account statement via Internet Banking will not receive the Account statement by email and by paper mail);
  - ii. By email provided above (For Customers who do not use the Internet Banking Service and have provided an email address to the Bank);
  - iii. By mail sent by post to the Correspondence Address registered with the Bank. The Customer agrees to receive **the Statement** of Account by paper only in the event that neither of the above methods can be applied.
- 4.2. For Customers who have registered for the Send Message on Demand Service, SMS messages are sent to the phone number that the Customer has previously registered with the Bank to inform the Customer of the transaction arising on the Customer's Account and Debit Card, The Customer accepts that there will be a period of time required to transmit the request, information or exchange via SMS. The Bank has the right to add, remove, change, terminate, temporarily stop providing any function of this service, or change the operating time of this service, the Bank will notify the Customer of this adjustment in advance.
- 4.3. The Bank will not be responsible when the Customer does not receive the message or the message is leaked/disclosed due to the reason that the phone number registered with the Customer's Bank is

invalid, inaccurate or for technical reasons of the carrier, or any other reason that is not due to the Bank's fault. Customers can change the phone number registered with the Bank through the registration channels approved by the Bank from time to time. The Customer is responsible for keeping the Transaction Record sent to the phone number safe and secure and is responsible for the legal responsibility and all associated risks if the leakage and disclosure of the Transaction Record is sent to the Customer via SMS. The Customer agrees that the Bank is allowed to collect this service fee from the Customer's Account after receiving a request to register for this service from the Customer in accordance with the Bank's current Personal Banking Tariff from time to time. This Service Fee is collected on an annual basis and will be deducted from the Customer's Account in the month in which the International Debit Card is issued and is non-refundable.

- 4.4. In the event that the Bank adds, removes, changes, terminates, temporarily discontinues the provision of any function of the On-Demand Notification Message Service, or changes the operating time of this service, the Bank will notify the Customer.
- 4.5. The Customer shall be deemed to have received and become aware of any Transactions shown on each of the preceding month's Transaction Record or Account Statements, whether or not they were actually received, on any earlier date, including: the date on which the Customer actually received a Transaction Record or Account Statement; or the date on which the Customer became aware events that cause the Customer to have reasonable questions about the possibility of errors, omissions or irregularities affecting the Account, including fraudulent conduct or lack of authority; or 15 (fifteen) days after the date on which the Account Statement is sent by the Bank to the Customer as agreed in the Personal Account Opening Form whether or not the Customer actually receives the Transaction Record or Account Statement. The Account Statement will also be deemed to have been sent if the Customer's email is sent in the event that the Customer requests the Bank to send the email. In addition, the Customer is also deemed to have received an Account Statement for each access to the Online Bankings from time to time and subject to the Bank's relevant regulations for such Products and Services.
- 4.6. The Customer must notify the Bank in writing if the Customer fails to receive the Statement of Account within the period for which the Customer should have received it in accordance with Clause 4.1. If the Customer decides not to receive the Account Statement, the Customer shall be deemed to have accepted the contents of the Account Statement.
- 4.7. Immediately after receiving each Account Statement and in any case no later than 60 (sixty) days from the date of the Transaction ("**60 Checking Days**"), the Customer agrees to check, review each information shown on the Account Statement, compare it with the Customer's own data and immediately notify the Bank in writing in accordance with the form prescribed by the Bank at the Bank's branches/transaction offices or via telephone call center (with recording) for any errors, omissions, invalidities, including but not limited to forgery of signatures, fraud or unauthorized transactions or any objection by the Customer to the Account Statement ( collectively referred to as "**Account Irregularities**"). In case of notifying the above issues via the telephone switchboard, the Customer agrees to supplement the written request for tracing and complaint according to the form prescribed by the Bank within 07 days from the date of the complaint as an official basis for the Bank to handle the trace. complaints. The above-mentioned form of request for tracing and complaint shall be publicly posted on the Bank's website at [www.hsbc.com.vn](http://www.hsbc.com.vn) or provided at the request of the Customer. If the Customer fails to notify the Bank within the 60-Day Checking Period or within the earlier period as required by law, the balance shown on the Account Statement and

any information including Account Irregularities will be deemed to be accurate. is complete, competent and conclusive evidence binding on the Customer and whereby the Bank is relieved from all obligations in respect of any Transaction established up to the date of the most recent Account Statement, except for Transactions notified by the Customer in accordance with the provisions of this Clause.

- 4.8. If the Customer's actions or omissions cause or contribute to a loss on the Account (any kind of loss, tax, fee, penalty, fee or penalty and/or incurred by or against the Bank) then the Customer agrees that the Bank shall not be liable to the Customer in relation to the losses that. The Customer agrees that failure to review the Account Statement in a timely manner as set out in this Clause 4 shall be deemed to have caused or contributed to the loss on the Account to the extent that any loss occurred following the period during which the error or omission would have been discovered if the Copy Account or Transaction Record is checked in accordance with the provisions of these General Terms and Conditions. The Customer also agrees that the Bank's maximum liability to the Customer is limited to the actual loss directly incurred on the principal amount erroneously withdrawn or erroneously withdrawn from the Customer's Account due to the Bank's gross negligence or willful misconduct.
- 4.9. The Customer agrees to allow the Bank to change the cycle of sending the Account Statement, the method of delivery of the Account Statement. In this regulation, changes in the delivery of the Statement of Accounts may also be:
- i. Mailing or withholding the Account Statement if the Customer's mailing address registered with the Bank changes but the Bank has not received written notice from the Customer of such change; or
  - ii. Correspondence (including Account Statements) that the Bank may send to an address previously registered by the Customer with the Bank is returned by the mail delivery unit for any reason;
  - iii. Or when there are no Debit Transactions from the Account for 24 (twenty-four) months or more.
- 4.10. The Customer warrants that all information provided to the Bank (whether in the Personal Account Opening Form or HSBC Credit Card Application or otherwise), to the best of the Customer's knowledge, is accurate and up-to-date. The Customer undertakes to notify the Bank of any changes to this information, including but not limited to the fact that the Customer must notify the Bank without delay of any changes in the Customer's name, identity documents, address, etc. The Account Holder, as well as the termination, or modification, of any authority of representation before the Bank has been vested in any person.

The Customer hereby authorizes and agrees to the Bank to update the residence status and other information (full name, date of birth, identity card number/citizen identity card/identity card/identity card/passport of the same date/month/year/place of issue, address) of the Customer based on the information/dossier provided by the Customer in the method that the Bank deems and without any additional written consent from the Customer. This update includes the case of abbreviation or discrepancy between the information on the Customer's Instruction and the dossier provided by the Customer, in which the information on the dossier provided by the Customer is the basis for comparison according to the Bank's regulations.

- 4.11. Time limit for handling tracing and complaints:
- i. Within a maximum of 30 working days from the date of receipt of the Customer's request for tracing, complaint or complaint for the first time in one of the forms of receipt and the time limit specified in Article 9.16, the Bank will handle the Customer's request for tracing and complaint;
  - ii. Within a maximum period of 5 working days from the date the parties agree to the result of tracing the complaint under which the Bank is obliged to reimburse under these General Terms and Conditions, the Bank will reimburse the Customer in accordance with the provisions of law;
  - iii. In case the expiration of the time limit for handling tracing and complaining mentioned above has not yet determined the cause or fault of any party within the next 15 working days, the Bank will agree with the Customer on the plan to handle tracing and complaints.
- 4.12. In case the Bank, the Customer and related parties cannot reach an agreement and/or disagree with the process of requesting a trace, the dispute settlement shall be carried out in accordance with the provisions of law.
- 4.13. Notices sent by the Bank to the Customer shall be deemed to have been received by the Customer (in case of sending directly to an individual) at the time of delivery to the Customer personally or located at the address where the Customer last notified the Bank, (in case of sending by post) 48 hours after sending if the address is located in Vietnam and seven (07) days after the if the address is outside Vietnam or (in the case of sending by fax, telegram or email) immediately after transmission to the fax or telegram number or email address last notified in writing by the Customer to the Bank. Notices sent by the Customer to the Bank shall be deemed to have been sent to the Bank on the date on which the Bank actually receives such notice.

## **5. ACCOUNT CLASSIFICATION**

- 5.1. Payroll Account: means a Transactional Account that meets the following conditions:
- 5.1.1. Has monthly eligible Salary Inward Payments;
  - 5.1.2. Regulations on eligible Salary Inward Payments :
    - i. Payment narrative is related to "salary";
    - ii. Sending account of the salary payment is from a corporate account ;
    - iii. Salary amount received in Transactional Account is of minimum VND 10,000,000 (ten million) per month and recorded on the Bank's systems;
    - iv. Date, time and number of successful transactions will be based on the records as per HSBC systems;
    - v. The SMS instant alert on transaction completion does not mean that the transaction is successfully posted on HSBC systems.

- 5.1.3. Payroll Account is eligible for preferential tariff of HSBC Payroll Offers as stated in the Personal Banking Tariff of the Bank.
- 5.2. Personal Account: is Transactional Account other than Payroll Account.
- 5.3. Account Classification:
  - 5.3.1. According to the salary amount credited to your Personal Account monthly, the Bank will apply preferential fees/ interest rates to your products/ services according to what is specified in the HSBC Payroll Offers package (no later than 7th working day of month of salary credited +2 months). All benefits for Monthly payroll Account are applied on the day when the Bank notifies the customer in advance, via any suitable channels.
  - 5.3.2. If satisfactory salary amount is not credited to your Personal account monthly for the last two (02) months, the Bank will reserve the rights to apply standard fees/ interest rates to your products/ services.

## **6. JOINT ACCOUNT**

- 6.1. Unless there is a written agreement between the Joint Account Holders accepted by the Bank regarding the mode of operation of the Joint Account, any Instructions relating to the use and operation of the Joint Account must be issued jointly by the Joint Account Holders.
- 6.2. Methods of Operating a Joint Account:
  - 6.2.1. "Any Signature": For this request, the Joint Account Holders agree that the signature of any one of the Joint Account Holders on or in connection with any matter with respect to the Joint Account shall be binding on the other Joint Account Holders and each Joint Account Holder shall be authorized to operate the Joint Account, including executing Transactions by issuing Transaction Instructions to the Bank, closing the Account and issuing any other Account Operating Instructions without the co-signature of the Joint Account Holders.
  - 6.2.2. "Both Signatures": For this request, the Joint Account Holders agree that any matter with respect to the Joint Account shall require the consent of the Joint Account Holders by issuing Transaction Instructions to the Bank and issuing other Directions administering the Account, including notices of changes in information related to the Joint Account.
- 6.3. Each Joint Account Holder shall be free to dispose of any funds in the Joint Account provided that the disposal of such Joint Account Holder's funds is subject to the consent of the other Joint Account Holder, unless the Joint Account Holders have other express Instructions in writing and are approved by the Bank.
- 6.4. The responsibilities of each Joint Account Holder for the Joint Account are as follows:
  - 6.4.1. Responsible for the payment of any debt to the Bank incurred by any other Joint Account Holder in connection with the Joint Account. Such responsibility shall include any agreement by the Bank to allow the Account to be overdrawn;

- 6.4.2. Notify any other Joint Account Holders of any announcements or information of the Bank. Notices or information sent by the Bank to any one Joint Account Holder shall be construed as binding on all other Joint Account Holder(s).
- 6.4.3. The Joint Account Holders undertake not to use the Joint Account for the purpose of concealing Foreign Exchange Transactions between Joint Account Holders in contravention of applicable law.
- 6.5. If the Bank enters into any agreement with a Joint Account Holder, such agreement shall not waive or reduce the obligations of the other Joint Account Holders in any way.
- 6.6. If for any reason any of these terms and conditions do not apply or are not enforceable to a Joint Account Holder, those terms and conditions shall continue to be binding on all other Joint Account Holders.
- 6.7. Instructions given by any Joint Account Holder in accordance with the Power of Attorney submitted to the Bank shall be binding on other Joint Account Holders.
- 6.8. The bankruptcy or default of any one Joint Account Holder shall not affect the obligations of the remaining Joint Account Holders.
- 6.9. If any Joint Account Holder is an individual who dies or becomes insane or loses legal capacity to operate the Joint Account, the right to use the Joint Account and the obligations arising from the use of the Joint Account of such Joint Account Holder shall be enforced in accordance with the laws of Vietnam.
- 6.10. The amount in the Joint Account, after the death of any Joint Account Holder, will be disposed of in accordance with the provisions of the laws of Vietnam.
- 6.11. If requested by the Bank, each Joint Account Holder will sign a chargeback commitment in accordance with the Bank's form.
- 6.12. A joint account is opened by 2 (two) Joint Account Holders with the same residency status, in accordance with the current laws of Vietnam.

## **7. SUSPENSION AND CLOSURE OF ACCOUNTS**

- 7.1. Account Suspension:
- 7.1.1. The Bank has the right to temporarily suspend part or all of the account balance in the following cases:
- i. When there is a decision or written request of a competent agency as prescribed by law;
  - ii. When the Bank detects a mistake or error in crediting the Customer's Transactional Account or complies with the request for refund of money from the remittance bank due to a mistake or error compared to the payment order of the remittance party after crediting to the Customer's Transactional Account, the amount of funds suspended on the Current Account must not exceed the amount of mistakes or errors;
  - iii. Other cases as prescribed by law.

7.1.2. The Bank will suspend part or all of the account balance in the following cases:

- i. According to the prior agreement between the Account Holder and the Bank specified in the Personal Account Opening Application or/and other documents (if any); or
- ii. At the request of the Account Holder;
- iii. When there is a request to suspend the Account of one of the Joint Account Co-Holders. In case there is an agreement between the Joint Account Holders and the Bank that only one Account Holder requests and this agreement is made in writing, the Bank shall suspend the Account according to such agreement;
- iv. Based on the Bank's reconciliation dossier as specified in Clause 4.10 and Clause 6.12, if the residence status of the 2 (two) Joint Account Holders is different, the Joint Account may be partially or wholly frozen.
- v. Other cases as prescribed by law.

7.1.3. The Customer also agrees that the Bank reserves the right to freeze part or all of the Account balance and all Products/Services in the following cases:

- i. When the Bank receives information or documents that the Customer is dead, declared dead, missing or incapable of civil acts;
- ii. The Account has been opened but the Customer has not yet submitted sufficient Account opening documents as prescribed by the Bank or the Customer has not provided additional information or updated information as required by the Bank to operate/maintain the Account in accordance with the provisions of law and HSBC Group, international treaties and commitments that the Bank must comply with;
- iii. The Customer uses the Account and/or Card for purposes that are not in accordance with the provisions of current laws and the Bank's policies including but not limited to trading cryptocurrencies, using personal accounts for charitable donations or receiving money on behalf of organizations, or other transactions that violate the terms and conditions of use of the Bank's Products and Services.
- iv. The cases specified in the Personal Account Opening Application, HSBC Credit Card Application Form or/and other documents (if any).

7.1.4. The suspension of an Account, as the case may be, will terminate when:

- i. According to the written agreement between the Account Holder and the Bank, including:
  - a. End of the Suspension period;
  - b. The event for the Bank to suspend the account is terminated.
- ii. When there is a decision to terminate the Suspension by a competent agency in accordance with law;

- iii. Errors and mistakes in remittance payment specified in Article 7.1.1.ii have been resolved. of these General Terms and Conditions;
- iv. Upon request to terminate the Suspension of all Joint Account Holders or as agreed in advance in writing between the Bank and the Joint Account Holders;
- v. Other cases as prescribed by law.

7.1.5. The Bank will notify the Customer by mail or electronic means of the suspension of the Current Account unless otherwise provided by law.

## 7.2. Account Closing:

7.2.1. The Bank has the right to close the Account in the following cases:

- i. The Account Holder has requested and fulfilled all obligations related to the Current Account;
- ii. Account holder is an individual who dies or is declared dead;
- iii. The Bank terminates its operation in accordance with law;
- iv. The Account Holder violates the prohibited acts of the Transactional Account as follows:
  - a. Opening or maintaining an anonymous or impersonated Transactional Account, e-wallet; buying, selling, renting, leasing, borrowing, lending Transactional Accounts, e-wallets; renting, leasing, buying, selling, or opening bank cards on behalf of the bank (except for anonymous prepaid cards); stealing, colluding to steal, buy and sell current account information, bank card information, e-wallet information;
  - b. Implementing, organizing the implementation or facilitating the implementation of the following acts: using or abusing Transactional Accounts, payment means, payment services, payment intermediary services for gambling, organizing gambling, fraud, fraud, illegal business and committing other acts of violating the law.
- v. The Customer agrees that the Bank has the right to close the Customer's Account in the following cases:
  - a. The balance on the Account is 0 (zero) within 06 (six) consecutive months;
  - b. In the event that the Customer violates the law or violates any of the provisions of these General Terms and Conditions or any other terms and conditions specified separately for each specific type of Account determined by the Bank, including the Customer's failure to submit any documents required by the Bank within 30 (thirty) periods. date from the date of the Personal Account Opening Application or such other period as may be prescribed by the Bank from time to time in order to (i) open the Account, and; (ii) to operate the Account in accordance with these General Terms and Conditions, the provisions of law, international treaties and commitments to which the Bank is subject;



- c. The Bank will close the Account in order to comply with the provisions of the law, international treaties and commitments that the Bank must comply with, according to the contracts and agreements between the Bank and the Customer from time to time (if any) and the Bank will not be responsible for this. In the event of closure of a particular Account, other Accounts or the Services will continue to operate and shall be governed by these General Terms and Conditions and the relevant terms and conditions;
  - d. Cases specified in Article 7.2.2. and Article 7.2.3. in these General Terms and Conditions.
  - e. The cases specified in the Personal Account Opening Application, HSBC Credit Card Application Form or/and other documents (if any).
  - f. The Customer does not confirm or update complete and accurate information with the Bank.
  - g. The customer is no longer in line with the Bank's standards.
  - h. The Account has been opened but the Customer has not yet submitted sufficient Account opening documents as prescribed by the Bank or the Customer has not provided additional information or updated information as required by the Bank to operate/maintain the Account in accordance with the provisions of law and HSBC Group, treaties and international commitments that the Bank must comply with.
- vi. Other cases as prescribed by law.

The Bank will notify the Customer by mail or electronic means that the Account has been paid, unless otherwise provided for by law. After the Account is closed, the remaining balance on the Account (after deducting Bank charges) will be paid at the request of the Customer or at the discretion of a competent person in accordance with the law, or in any manner deemed appropriate by the Bank.

7.2.2. The Bank, at its discretion, for safety reasons and to protect the interests of the Customer, may suspend the operation of the Account in the event that the Account has not had any Debit Transactions for a period of 24 (twenty-four) months ("**Inactive Account**"). The following rules will apply to Inactive Accounts:

- i. In case the Inactive Account has a balance of 0 (zero) and the Bank does not receive any Instruction or notice from the Customer within 30 (thirty) days from the date the Bank sends the notice of the Inactive Account to the Customer, the Bank has the right to close the Inactive Account;
- ii. During the period of inactivity of the Inactive Account, the Customer agrees that the Bank reserves the right to suspend the issuance of the Account Statement and apply a fee in accordance with the Bank's applicable Personal Banking Tariff to the Inactive Account, until the Bank receives a valid Instruction from the Customer to reactivate the Account. This regulation is based on the Bank's policy of not providing statements in cycles where no Transactions are made;

- iii. If there are no Debit Transactions arising from the Inactive Account for the next 12 (twelve) months, the Inactive Account will enter the status of "**Inactive Account**". The Bank will continue to suspend all Transactions and apply a fee in accordance with the Bank's applicable Bank Personal Banking Tariff to such Non-Dealing Accounts until the balance is 0 (zero) and the Bank will automatically close such Non-Dealing Accounts without further notice.
- 7.2.3. For reasons of safety and protection of the Customer's interests, the Bank will stop providing Products and Services and close the Customer's existing Accounts when the Customer does not have any Transactions arising on all Accounts within 24 (twenty-four) consecutive months and these Accounts have a balance of zero (0) at the time of closing. Account.
- 7.2.4. Balance processing when closing an Account:
- i. Payment at the request of the Account Holder or under prior agreement between the Account Holder and the Bank; in case the Account Holder is a person who has lost civil act capacity, a person who has difficulties in cognition and control of acts, a person with limited civil act capacity, the payment shall be made at the request of the legal representative or guardian in accordance with the provisions of civil law; or pay to heirs or lawful heirs or representatives in case the Transactional Account holder is an individual who dies or is declared dead;
  - ii. Payment under decisions of competent agencies in accordance with law;
  - iii. Handle in accordance with the provisions of law in case the legal beneficiary of the balance on the current account has been notified but does not come to receive it.

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

- 8.1. The Bank will endeavour to implement the Instruction to cancel any payment, provided that:
- i. The Instruction must be in writing and provided at least 03 (three) Working Days before the date of suspension of payment;
  - ii. Payment is not guaranteed by any means;
  - iii. The bank has not yet processed the Payment Instruction; or
  - iv. The Bank has not notified the beneficiary bank that the Bank will pay.
- 8.2. Any Instruction to cancel a payment must clearly state the Account number, date, name of the payee, the amount and currency of the relevant Instrument. Any Instruction on cancellation of payment will be effective in accordance with the Bank's practice from time to time. The bank may request to send a Payment Cessation Instruction according to the prescribed form.
- 8.3. The Customer agrees to reimburse the Bank in relation to all debts, costs, fees and related expenses incurred by the Bank due to the cancellation or non-payment under the Instruction. The Bank will not be liable if the Customer has many conflicting Instructions and the Bank has implemented one of those Instructions.

- 8.4. The Customer agrees that a request to stop payment will be made by the Bank without further consideration.
- 8.5. The Bank is only bound to comply with the Instruction once it has been verified by the Bank and the Bank will not be liable for compliance with the Instruction that has not been verified if the Instruction is inaccurate, wrong or unclear.
- 8.6. Unless otherwise agreed by the Bank, once the Customer has given an Instruction, such Instruction cannot be cancelled without the Bank's approval.

## **9. GENERAL PROVISIONS**

- 9.1. Cases of improper credit/debit to Accounts for any reason may be corrected by the Bank by debiting/crediting the Account. If the Bank detects an incorrect credit/debit after the issuance of the Statement of Account, the Bank will debit/re-debit the Customer's Account in the same amount (make the entry adjustment) and notify the Customer of any case of correcting entries and making adjustments to the entries made at the time of issuance of the next Statement of Accounts. For interest calculation, the Bank will record the recovery book from the date of inaccurate bookkeeping.

In case of adjustment of entries related to foreign exchange transactions, the exchange rate may change (increase/decrease) and the Bank will not be responsible for the amount incurred (shortfall/surplus) due to exchange rate changes.

- 9.2. Subject to the applicable provisions of the laws of Vietnam, the Bank may, at its discretion from time to time, cancel any cheques or other documents relating to the Accounts after such cheques or documents have been stored electronically (i.e. stored in digital image form) or taken in microfilm.
- 9.3. The Bank has the right to amend and supplement the Personal Banking Tariff. Such amendments and supplements will take effect immediately after the Bank announces them on the Bank's official website and publicizes them in the form of listing at HSBC's head office and business locations. The Customer's continued use of products and services immediately after the amendments and supplements to the Personal Banking Tariff (specified in the Bank's notice) take effect will be considered as the Customer's approval of such amendments and supplements. In case the Customer does not agree with any amendment or supplement of the Personal Banking Tariff, the Customer has the right to terminate the use of the Bank's products and services by notifying the Bank's information receiving channels specified in this General Terms and Conditions.
- 9.4. Force Majeure Events: Force Majeure Events are events that occur beyond the control of the Bank or the Customer, beyond the reasonable control of a Party that affects that Party's ability to comply with the Service Records, such as: (a) any natural phenomenon such as flooding, storms, earthquakes, (b) wars, civil unrest or acts of terrorism, (c) strikes, (d) natural disasters, (e) government or governmental agency interference, (f) changes in laws or regulations (or changes in the interpretation of laws or regulations), (g) power outages, interruptions or damage to equipment, or (h) interruption, loss, or delay in receiving or sending Communications or Instructions caused by the Infrastructure Provider. The Bank or the Customer will not be liable for any losses caused by the Force Majeure Event. If either Party is prevented or delayed in performing, adding, modifying, terminating, or temporarily discontinuing any functionality of the Service caused by a Force Majeure Event, the Party will immediately notify the other party of the existence of the Force

Majeure Event. The Bank's duty to act in accordance with the Instruction or to perform any of its obligations, will be suspended for the period during which the Bank is prevented or restricted from doing so due to a Force Majeure Event.

9.5. Terms of disclosure, collection and use of customer information:

The collection, storage and use of information of the Customer as a consumer shall be applied by the Bank in accordance with the set of rules specified in the Appendix " PRINCIPLES OF CONSUMER INFORMATION PROTECTION" (and additional amendments to this rule from time to time) published at <https://grp.hsbc/quytacbaovethongtincuanguoitieudung>

The Bank may amend, update or amend the contents of the Principles of Consumer Information Protection at any time as necessary. Additions and amendments to these principles shall be posted on the Bank's official website or sent to the Customer via the appropriate information channel.

Customers confirm that they have read, understood and agree to HSBC's Consumer Data Protection Rules and any amendments published on the Bank's official website and publicly posted at HSBC's head office and business location. You expressly and voluntarily, affirmatively and unconditionally consent to HSBC processing your information in accordance with HSBC's Consumer Data Protection Rules and any amendments to this Code from time to time.

At the same time, the Customer confirms that it also agrees to the provisions of the Appendix to the Terms and Conditions of Collection and Use of Customer Information, Financial Crime Risk Management and Tax Compliance Attached to this General Terms and Conditions and HSBC's Privacy Notice which is publicly available on HSBC's website. The Bank and related contracts and agreements between the Bank and the Customer.

9.6. All funds received/deposited to the Bank for credit to an Account must be confirmed by an automatically printed Bank receipt. The Customer is obliged to retain these receipts for the purpose of reconciliation when necessary. The Bank will not be responsible for the funds received/deposited without such automatically printed Bank receipt.

9.7. Anti-Money Laundering Provisions

9.7.1. The Bank and its member companies are obliged to comply with the provisions of laws, regulations and requirements of government authorities in various countries/territories related to the fight against money laundering and the prevention of the financing of terrorism and the provision of Financial Services and other Services to individuals and organizations that are subject to the embargo laws, in addition to other provisions. The Bank may and may instruct (or be directed to) other members of the HSBC Group to take any action that the Bank, in its sole discretion, considers to take action in accordance with the above laws and requirements.

9.7.2. These actions include: preventing and investigating any payment requests and other information or the exchange of information sent to or on behalf of the Customer through the systems of the Bank or any other member of the HSBC Group; ask questions regarding whether a name that may relate to an embargoed individual or entity is actually the embargoed individual or entity; and close the Account at the Bank's sole discretion.

9.7.3. The Bank shall not be liable for any losses (whether direct or indirect, including loss of profits or benefits) or damages of any party arising from:

- i. The Bank delays or fails to perform these payment orders or any other obligations in relation to any Account or to provide any Services to the Customer due to the taking of all or part of the steps that the Bank, in its sole discretion, considers appropriate to take such steps in accordance with all provisions of law; or
- ii. exercising the Bank's rights under the General Terms and Conditions.

In some necessary cases, the actions taken by the Bank may prevent or cause a delay in the implementation of specific information. Accordingly, the Bank does not warrant that all information on the Bank's systems relating to Payment Instructions or other information and communications that are subject to the actions taken in accordance with the General Terms and Conditions is accurate, current or updated at the time the information is accessed while these actions are being taken.

9.8. Security Benefits: Without the prior written consent of the Bank, the Customer may not make any form of security with the Account.

9.9. Reimbursement/Waiver

9.9.1. The Customer agrees to be responsible for and indemnify the Bank and release the Bank from liability at all times for any losses, claims, liabilities, actions, lawsuits, expenses, including legal, accounting and other costs, taxes, fines, fees or penalties incurred by the Bank arising out of or in connection with the Bank's The Company provides the Account and/or the Services or approves the execution of Instructions to the Customer.

9.9.2. The Bank shall only reimburse the Customer for the actual loss of the Customer's direct and solely arising directly and solely from the Bank's gross negligence or wilful misconduct in connection with the provision of the Bank's Services.

9.10. Get updates:

Unless expressly instructed in writing by the Customer to refuse to receive the Bank's updates, including information advertising and introduction of Products and Services, by signing the Personal Account Opening Form and/or HSBC Credit Card Application Form, consent for the Bank to send to the Customer updated information about the Bank's products and services in any form and at all times.

9.11. The Customer warrants and warrants to the Bank that all information provided by the Customer to the Bank (whether under the Personal Account Opening Form and/or HSBC Credit Card Application Form or in any other document) is accurate to the best of its knowledge and undertakes to notify the Bank of any changes for this information. Specifically, the Customer must notify the Bank without delay of any change in the name and address of the Customer, the Account Holder, as well as the termination, or modification, of any representative authority before the Bank that has been vested in any person. The Customer also acknowledges that the Bank has the right to use any information registered with the Bank (including address, telephone number, email address and fax number) to contact the Customer.

The Customer agrees to indemnify the Bank against all claims, demands, litigation, proceedings, losses, damages, liabilities, costs and expenses (including but not limited to foreign exchange damages, taxes and other Amounts Owings, interest, service charges, legal fees and costs on the basis of full indemnity) that the Bank may incur or incur as a result of the Customer's use of the Account or the use of the Service in contravention of the law or these General Terms and Conditions.

9.12. The Bank is not obliged to provide tax advice to the Customer. It is the Customer's responsibility to fulfil his/her global tax declaration and reporting obligations in relation to an Account, and the Bank expects the Customer to comply. The Customer is obliged to provide any information required by the Bank in accordance with the law so that the Bank can fulfill its own tax compliance and reporting obligations.

9.13. Language, Governing Law, Dispute Resolution Agency, Amendment

9.13.1. These General Terms and Conditions are prepared in both Vietnamese and English. In case of inconsistency between these two languages, the Vietnamese version will take precedence.

9.13.2. These General Terms and Conditions, the Appendices, and the attached Terms and Conditions are governed by and construed in accordance with the laws of Vietnam. Disputes arising between the Customer and the Bank arising out of or in connection with these General Terms and Conditions, the Appendices, and the Terms and Conditions are agreed by the parties to submit to the exclusive jurisdiction of the courts of Vietnam.

9.13.3. The Bank reserves the right to amend and supplement any provisions of these General Terms and Conditions. Such amendments and supplements will take effect immediately after the Bank announces them on the Bank's official website and publicizes them in the form of listing at HSBC's head office and business locations. The Customer's continued use of products and services immediately after the amendments and supplements of the General Terms and Conditions (specified in the Bank's notice) will be considered as the Customer's approval of such amendments and supplements. In case the Customer does not agree to any amendment or supplement of the General Terms and Conditions, the Customer has the right to terminate the use of the Bank's products and services by notifying the Bank's information receiving channels specified in this General Terms and Conditions.

9.14. Customer's rights in accordance with the law

All rights of the Customer under the provisions of the law shall not be limited by any provision of these General Terms and Conditions, including rights relating to the Account, Services not clearly described, fairness between the Customer and the Bank as embodied in the General Terms and Conditions, and the right to close the Account or the right to make a claim.

9.15. Responsibilities of customers when carrying out one-way money transfer activities from Vietnam to abroad and payment and remittance for other current transactions of residents being organizations and individuals:

9.15.1. Provide the Bank with full and accurate information in accordance with the provisions of law and take responsibility before law for the authenticity of the information provided to the Bank. Accordingly, customers wishing to make transactions of buying, transferring and carrying foreign

currency for the purposes of one-way money transfer and payment and money transfer activities for other current transactions need to provide the Bank with at least the following information:

- i. Information identifying that the Customer is an individual who buys, transfers or carries foreign currency in accordance with the law on prevention and combat of money laundering;
- ii. Necessary information about the beneficiary for payment activities, money transfer for the purpose of one-way money transfer and other current transactions: Name of the beneficiary individual, account number of the beneficiary individual, beneficiary bank (address, country). In case the beneficiary's account number is not available, the identity card number or citizen identification number or passport number or legal document number of equivalent validity shall be provided.

The Bank has the right to refuse or fail to sell, transfer or issue certificates of carrying foreign currencies abroad (if prescribed by law) if the individual fails to provide complete and/or accurate information as prescribed in this Article.

- 9.15.2. Present papers and documents when buying, transferring or bringing foreign currency abroad for the purposes of one-way money transfer of individuals and payment and money transfer for other current transactions according to the Bank's regulations.
- 9.15.3. Take responsibility before law for the authenticity of papers and documents presented to the Bank.
- 9.15.4. It is not allowed to use a set of documents to purchase, transfer or carry foreign currency in excess of the amount stated on relevant papers and documents, foreign currency levels purchased, transferred or brought abroad at one or more licensed banks.
- 9.15.5. Using foreign currency cash purchased at the Bank for the right purpose and in accordance with the provisions of law.
- 9.15.6. It is forbidden to buy, transfer or bring foreign currencies abroad for the purposes of money laundering, terrorist financing, financing the proliferation of weapons of mass destruction, fraud, fraud and other acts of violating the law.
- 9.15.7. Residents who are individuals, when making payments or remitting money abroad for goods purchase and sale through overseas Goods Exchanges, shall comply with the State Bank's regulations guiding one-way money transfer activities from Vietnam to abroad and make payments. remittance of money for other current transactions of residents being organizations and individuals, regulations on goods purchase and sale through overseas Goods Exchanges through Goods Exchanges in Vietnam that are linked to overseas Goods Exchanges and relevant regulations.
- 9.15.8. The Customer commits to:
  - i. The level of buying, transferring and bringing foreign currency abroad is in accordance with the Bank's regulations;
  - ii. Provide all information, papers and documents to the Bank and take responsibility before law for the authenticity of the information, papers and documents provided to the Bank;

- iii. Do not use a set of documents to purchase, transfer or carry foreign currencies in excess of the amount stated on relevant papers and documents, foreign currency levels purchased, transferred or carried abroad at banks or many licensed banks;
- iv. Using foreign currencies in cash purchased at permitted banks for the right purposes and in accordance with the provisions of law;
- v. Do not buy, transfer or bring foreign currencies abroad for the purposes of money laundering, terrorist financing, financing the proliferation of weapons of mass destruction, fraud, fraud and other violations of law;
- vi. Comply with other relevant laws.

9.15.9. Strictly comply with the provisions of law when carrying out one-way money transfer activities from Vietnam to abroad and payment and remittance for other current transactions of residents being organizations and individuals and relevant provisions of law.

#### 9.16. Tracing/Complaints

If the Bank's services do not meet the Customer's satisfaction, or the Customer believes that there is an error, the Customer should notify the Bank.

The Bank will respond to the Customer on the receipt of the Customer's feedback and complaint within three (03) working days from the date of receipt of such feedback and complaint. To the extent possible, the Bank will settle complaints within seven (07) working days, unless otherwise provided by applicable law. In case of complications, it may take more time to consider and resolve, the Bank will notify the Customer. Depending on each case, the Bank will also take appropriate measures to prevent the same incident from repeating.

Customers can respond or complain directly to the Bank by:

- i. Contact the Customer Service Center via [direct@hsbc.com.vn](mailto:direct@hsbc.com.vn) mailbox or call one of the following numbers:
  - Premier customers: (84) 28 37 247 666 (open 24/7);
  - Platinum Cash Back Credit Cardholders; HSBC Live+ and TravelOne: (84) 28 37 247 248 (available 24/7);
  - Personal Banking Customers: (84 28) 37 247 247 (South) or (84 24) 62 707 707 (North) (Available 24/7 for reports of loss or mistaking of cards or security devices, transaction complaints or other Card-related complaints, and daily from 8 a.m. to 10 p.m. for other matters. Individual customers in the Central region can contact the Customer Service Center at one of two numbers: North or South.).
- ii. Contact Branch/Transaction Offices: Branch/Transaction Office Manager, Customer Relationship Manager, Customer Service Manager or Branch/Transaction Office staff are always happy to assist; or
  - Send messages from 'Secure Messages' or 'Live Chat' on Internet Banking; or



- Send the letter form posted in the 'Contact Us' section on the Bank's homepage at [www.hsbc.com.vn](http://www.hsbc.com.vn); or

- Send a letter to:

HSBC Bank (Vietnam) Limited  
P.O. Box 087, Saigon Central Post Office, P.O. Box 087  
Ho Chi Minh City, Vietnam

- iii. If the Customer believes that their feedback or complaint has not been satisfactorily resolved and would like to refer it to the Bank's higher management for consideration, please send a letter to:

Customer Response Department  
HSBC Bank (Vietnam) Limited  
Metropolitan Building, 235 Dong Khoi, District 1, Ho Chi Minh City, Vietnam

- iv. If the Customer is still not satisfied with the Bank's solution, the Customer has the right to submit the matter to the competent state agencies for an objective judgment. Although we hope that you will not choose how to submit your request to these agencies, if necessary, we believe that a decision from an independent agency will help to answer your questions in the most appropriate way. We will coordinate with the competent authority when requested.

- v. Priority cases for reception and settlement are specified in the General Policy on Protection of Vulnerable Customers published on the Bank's website.

9.17. Audio and video recording of instructions, notices or information by image or speech

The Customer understands and agrees, and permits the Bank to use the audio, video recording system or use the message recording system throughout the provision of the Accounts and Services to the Customer. In addition, the Customer also understands, agrees and allows the Bank to store and use audio and/or video recordings for verbal instructions received from the Customer and/or for any information, verbal and visual notices between the Customer and the Bank related to the Accounts and Services by any what forms and means of audio and video recording that the Bank deems appropriate.

9.18. Severability: If any part of these General Terms and Conditions is held by a court or competent authority to be unlawful, void or unenforceable, that decision will not affect the enforcement of the remainder of these General Terms and Conditions.

9.19. In addition to complying with the provisions of these General Terms and Conditions, the Customer needs to comply with and agree to the Terms and Conditions of each product and service that the Customer registers and uses.

9.20. We always strive to apply the highest standards of service quality to protect the interests of our customers. In parallel with focusing on facilities and human factors, the Bank is also interested in improving the service process and the diversity and convenience of each product and service in order to bring the best experience to each customer when using products. services of the Bank. The

Customer's experience will be optimized by the Bank in each product and service, meeting diverse needs, catching up with market trends, and taking optimal care with many attractive incentive programs.

- 9.21. The Bank will notify the Customer of the payment of the fee to continue using the product or Service in the agreed manner at least 07 working days before the expiration date of the Service.
- 9.22. The Bank will notify the Customer of the time of termination of the contract for each product or service in the agreed manner at least 07 working days before the date of the contract or the end of such service.

## **II. TERMS AND CONDITIONS OF USE OF TELEPHONE BANKING SERVICES**

The Terms and Conditions of Use of Telephone Banking ("**Telephone Banking Terms and Conditions**") set out the Bank's obligations to the Customer and the Customer's obligations to the Bank. By using the Phone Banking Services, the Customer is deemed to have accepted and agreed to be bound by the General Terms and Conditions and the Terms and Conditions of the Phone Banking Services as well as any amendments and supplements thereto from time to time.

### **1. TELEPHONE BANKING SERVICES**

Customers can use the Phone Banking Service to:

- (a) check the balance of the Accounts;
- (b) obtain information about the Transactions that have just been made on the Account;
- (c) transfer funds from the Customer's Designated Account via the Customer's Credit Card Account specified in the Telephone Banking Service that has been pre-defined regarding the transfer assignment limit;
- (d) activate a Credit Card;
- (e) to conduct the Services that the Bank will introduce from time to time.

### **2. CUSTOMER RESPONSIBILITIES**

- (a) acknowledges that the Personal Identification Number will be delivered to the Customer by post or will be collected by the Customer at the Bank's Branches/Transaction Offices upon opening the Account or as arranged by the Bank. Any individual who receives a Personal Number on behalf of the Customer and is duly authorized by the Customer in writing will be accepted by the Bank for such valid authorization;
- (b) agree that (i) the Bank is expressly authorized to act in accordance with any Telephone Instruction issued through the use of the Telephone Banking Services which Telephone Instruction is given together with the Personal Identification Number and/or together with the information provided by the Customer as may be prescribed by the Bank from time to time; (ii) the Bank shall have the right to consider such Telephone Instructions to be valid, accurate and given by the Customer; (iii) the Bank shall not be liable for acting in accordance with such telephone Instruction; and (iv) the Bank will not be obliged to verify any data other than the Personal Identification Number and/or together with the information provided by the Customer in accordance with the Bank's regulations and has no obligation to identify the Customer;
- (c) The Customer undertakes to keep the Personal Identification Number and other confidential personal information confidential at all times and agrees not to disclose it to any third party under any circumstances and the Customer confirms that it will not keep any record of the Personal Identification Number in any place or in any way that may enable a third party or any unauthorized person to obtain such Personal Identification Number. The Bank recommends that the Customer do not change the Personal Identification Number that the Bank has provided to the Customer with a number related to the Customer's telephone number, identity card number, citizen identification number, identity card number or passport number, date of birth or personal identification number

or similar identification number of the Customer that may facilitate a persons who are not authorized to give Instructions by telephone. In the event that any person is not authorized to use the Customer's Personal Password Number to issue Instructions by phone, the Customer must immediately notify the Bank in the manner specified in the General Terms and Conditions and the Terms and Conditions of Telephone Banking Services and agree to cooperate and provide reasonable assistance to the Banks and competent state agencies for the purpose of conducting investigations.

- (d) understands and agrees that the Customer shall hold the Bank harmless and indemnify the Bank for any Transaction made by the Bank or any amount transferred by the Bank pursuant to the Telephone Instruction if the Transaction or the transfer of such funds made through the Instruction is given together with the Passcode Number. Personal and/or information provided by the Customer in accordance with the Bank's regulations from time to time before the Customer sends a Valid Notice to the Bank;
- (e) undertakes to notify the Bank immediately in writing ("**Valid Notice**") upon becoming aware that the Personal Identification Number has been or may have been known to any unauthorized person, and the Bank shall not be liable for any loss (direct or consequential) arising from the use of the Telephone Banking Services for until the Bank receives the written notice. Upon receipt of the aforesaid written notice, the Bank will not accept any Telephone Instruction given through the use of the Telephone Banking Service until a new Personal Identification Number has been issued to the Customer, and shall not be liable for any losses incurred thereby. the Bank's fault;
- (f) agree to ensure that there are sufficient funds in the Customer's Account(s) and credit limits for the execution of Instructions by telephone and/or other means given from time to time and the Bank shall be deemed to have no obligation to execute any Instructions by telephone where the amount transferred exceeds the balance of the Account Designated by the Ombudsman and the Bank shall also not be liable for any consequences arising from the Bank's failure to implement the Instructions due to insufficient funds and/or credit limits. However, the Bank reserves the right to exercise such instructions at its sole discretion regardless of whether there are sufficient funds and/or credit limits without prior approval or notice to the Customer. In this case, the Customer shall be responsible for overdrafts, advances or credit loans arising from such instructions;
- (g) The Customer must promptly notify the Bank as soon as the Unique Designated Account is converted into a Joint Account and the co-signing is in accordance with the provisions of the Joint Account and the Bank has the full right to stop providing Telephone Banking Services when the Bank, with all their powers, deeming it appropriate;
- (h) agree that any exchange rate or interest rate published by the Bank in response to the Telephone Instruction is for reference only and that the exchange rate and interest rate shall be in accordance with the provisions of the General Terms and Conditions and the Personal Banking Tariff;
- (i) agree that the Bank shall not be liable to the Customer if it is unable to execute any Instruction by telephone due to any cause, in whole or in part, beyond the Bank's control including any Force Majeure event, The Bank shall not be liable to the Customer for any indirect or consequential losses arising out of or in connection with the execution or non-execution of the Telephone Instruction through no fault of the Bank;
- (j) undertakes to indemnify the Bank at all times, and to hold the Bank harmless from acts causing loss, damage which may be incurred or incurred by the Bank or the Bank and shall arise directly or

indirectly or in connection with the Bank's acceptance of the Telephone Instructions and action or non-infringement act in accordance with such Instructions unless losses or claims arise directly from the Bank's wilful breach;

- (k) agree that, with respect to Joint Accounts, Telephone Instructions given through the use of the Telephone Banking Services shall be binding on the Customer when given by any one of the Joint Account holders and the Bank shall have the right to base such Instructions on such Instructions as if authorized by each Joint Account holder clearly for Instruction over that phone;
- (l) understand and agree that the Customer has the right to issue Telephone Instructions in accordance with the Terms and Conditions of Telephone Banking Services and any amendments and supplements, and that the Bank will review and make a decision on this Instruction in whole or in part from time to time as the Bank deems appropriate;
- (m) In addition, it is acknowledged that the Customer agrees to the provisions of the Account management authorization set out in the General Terms and Conditions and in the event of any conflict between the same content of the General Terms and Conditions and the Terms and Conditions of Telebanking Services, the contents of the Terms and Conditions of Telephone Banking The Telephone Banking Service shall prevail over Transactions made over the telephone using this Telephone Banking Service;
- (n) The Bank will have a recording system or use a message recording system (the "**Voice Recording and Messaging System**") that requires Transactions to be made by the Customer using the Telephone Banking Services and that the Transactions and/or incidental charges (if any), excluding costs related to the request message which will also be recorded on these statements which will be sent to the Customer on a monthly basis pursuant to the general terms and conditions unless otherwise requested;
- (o) agree to check each Account statement received from the Bank to determine if there are any errors, discrepancies or unauthorised Transactions (which have been made after the Customer has notified the Bank in writing that the Personal Identification Number has been or may have been made known by any unauthorised person) Transactions that have been made by telephone using the Telephone Banking Services and notify the Bank in writing of such circumstances within 45 days from the date on which the Transaction appears in the relevant Account statement;
- (p) agree that audio recordings or text messages under the Voice Recording and Messaging System will be accepted and shall be the legal basis and evidence for any Transactions made by the Customer using the Telephone Banking Services in the event of any dispute notified in writing to the Bank by the Customer within 45 days from the date of the date of the Transaction as shown in the relevant Account statement;
- (q) acknowledge that audio or text recordings under the Voice Recording and Messaging System will be retained for no more than six months and that the Account statement will thereafter be used as conclusive evidence of the Transactions recorded in such statement;
- (r) understand that the Bank shall not be liable for any loss or damage when acting in accordance with any telephone Instruction issued together with the Personal Identification Number and/or together with the information provided by the Customer in accordance with the Bank's regulations from time

to time through the use of the Telephone Banking Services unless such loss or damage is caused directly by the Bank or its officers and representatives acting within its jurisdiction; and

- (s) agree that once the Customer has issued a Telephone Instruction together with the Personal Identification Number and/or together with the information provided by the Customer in accordance with the Bank's regulations from time to time when using the Telephone Banking Services, such Instruction shall not be cancelled.

### **3. GENERAL PROVISIONS**

- (a) The Bank reserves the right to charge the Service fee and/or other fees from time to time as the Bank deems appropriate and the Customer, when registering to use the Telephone Banking Service, agrees to authorize and authorize the Bank to debit the Customer's Account an amount equal to such fees when due; The Bank will notify the Customer in advance of this fee, if any.
- (b) If the number of Customers exceeds one person for a particular Account then under the terms of this document, (i) the responsibilities and obligations of each person shall be joint and several, (ii) references to the Customer shall be construed, as the context requires, to be any or each person, (iii) each person shall be bound even if any other Customer or any other person intends to be bound by this document but is not bound, and (iv) the Bank shall have the right to resolve each Customer separately with respect to any matter, including the cancellation of any liability to any extent, without prejudice to the obligations of any other Customer.
- (c) The Bank reserves the right, in its sole discretion, to require the Customer to confirm in writing any Instructions given by telephone using the Telephone Banking Services to the Bank, signed by the Customer, before acting on such Telephone Instructions. Notwithstanding the Customer's submission of a Valid Notice, in the event that the Bank finds that these Instructions are unclear, contradictory or appear to have been given by an unauthorised or unauthorized person or contrary to the laws of Vietnam, the Bank reserves the right (but not the obligation) not to perform or act in accordance with any Instruction by telephone.
- (d) If the Customer wishes to cancel the use of the Personal Identification Number issued by the Bank to the Customer or any Services provided to the Customer or any Services provided through the Telephone Banking Services, the Customer must notify the Bank of such cancellation in writing.
- (e) The Customer understands that the Telephone Banking Service will be terminated in accordance with the following terms:
- (f) The Customer notifies the Bank in writing of his/her intention to terminate the Telephone Banking Services;
- (g) When the Customer's Account(s) opened at the Bank are closed;
- (h) When the Bank ceases to provide Telephone Banking Services or is required by law.
- (i) The Bank reserves the right not to comply with any Instruction at its discretion if the Bank believes that such Transaction is not permitted or prohibited under the laws of the Socialist Republic of Vietnam and shall not be liable to the Customer for the exercise of such decision.

- (j) The Bank reserves the right to amend and supplement the Terms and Conditions of Telephone Banking Services. Such amendments and supplements will take effect immediately after the Bank announces them on the Bank's official website and publicizes them in the form of listing at HSBC's head office and business locations. The Customer's continued use of the Products and Services immediately after the amendments and supplements to the Terms and Conditions of Telebanking Services (as specified in the Bank's notice) shall be deemed to be the Customer's acceptance of the amendments. that supplement. In case the Customer does not agree to any amendment or supplement of the Terms and Conditions of Telephone Banking, the Customer has the right to terminate the use of the Bank's Products and Services by notifying the Bank's information channels specified in the General Terms and Conditions and the Terms and Conditions These Terms and Conditions of Tele-Banking.
- (k) Definitions or terms not mentioned in the Terms and Conditions of Telebanking shall be read and construed in accordance with the General Terms and Conditions.

### **III. TERMS AND CONDITIONS FOR ONLINE BANKING**

The Terms and Conditions for Internet Banking ("Online Banking Terms and Conditions") set out and explain the responsibilities and obligations of the Customer in relation to the Services and information used by the Customer or the Services and information that the Bank provides to the Customer through via HSBC Personal Internet Banking.

#### **1. CUSTOMER CONFIDENTIALITY OBLIGATIONS**

- (a) The Customer confirms acceptance of the provisions of the General Terms and Conditions, the Terms and Conditions of Internet Banking Services and the amended and supplemented documents and follows the instructions and any security procedures mentioned herein that the Bank provides online.
- (b) To use the Services, the Customer will need a Username, a Secure Device or Mobile Device with the HSBC Vietnam App installed with an active Digital Secure Key feature and a Password (if required).
- (c) Customer is the only person responsible for carefully considering and selecting the appropriate Digital Secure Key that suits his/her needs. Each Personal Internet Banking Account associated with a Username is only allowed to use one method of generating a Security Code at a time.
- (d) The Customer is the sole person responsible for requesting the Bank to replace a Security Device that was previously issued but subsequently lost or unable to perform its function as intended.
- (e) Customer is the sole person responsible for activating the Digital Secure Key feature to replace the Security Device in the initialization of the Security Code.
- (f) The Customer agrees to follow the instructions provided by the Bank when creating the Username, Password, Password Reset Question, Security Code and other confirmation requirements of the Bank to identify the Customer.
- (g) For Offline Password Reset, the Customer may change the Password at any time but any change will only be effective upon acceptance by the Bank.
- (h) For Online Password Reset, the Customer needs to provide the Bank with Username, complete the Password Reset Questions and provide confirmation of the use of the Digital Secure Key.
- (i) The Bank uses the Username, Security Code, Password Reset Question and Password (if applicable) to identify the Customer. Customer is responsible for everything Customer does with its Username, Password Reset Question, Customer Security Code, and Password (if applicable).
- (j) Customer shall keep his/her Password confidential and secure such Password and take reasonable measures to prevent unauthorized use of Customer's Username, Password, Password Reset Questions, and Security Code. You must not allow anyone else to possess or control the Security Device or Mobile Device used to use the Digital Secure Key feature under any circumstances and at any time .
- (k) When Customer has logged in to use the Service, the Customer shall not leave the terminal or other device that the Customer uses to connect to the Service at any time or let any other person use such



terminal or device until Customer has logged out of the Service by choosing to log out. The Customer shall be responsible for ensuring that the Customer is logged out of the Service at the end of each stage.

- (l) The Customer must notify the Bank immediately of any unauthorized connection to the Services or of any unauthorized transaction or request that the Customer knows or suspects or if the Customer suspects that someone knows the Username, Password, Questions To reset your Password and Security Code or to possess, control or use a Secure Device or Mobile Device used to use the Digital Secure Key feature.
- (m) Customers can contact directly or through the information channels published in the General Terms and Conditions. The Bank may require the Customer to confirm in writing any details provided by the Customer. You will also have to immediately change your Password to another number or set that you have never used before. Until the Bank actually receives the aforementioned notice, the Customer remains responsible for the use of the Service by unauthorized persons or for unauthorized purposes.
- (n) During the provision of the Service, the Bank may ask the Customer for the Customer's Login Name for system maintenance or upgrade or customer care but will not ask for the Customer's Password. If the Customer provides the Bank with Username, the Bank will keep this information confidential. The Customer shall not disclose the Customer's password to anyone, including the Bank's employees.
- (o) Customer agrees that Customer will be responsible for implementing and protecting any computer program or personal computer used to connect to the Service.
- (p) The Customer agrees to carefully check the transaction statement and account statements and notify the Bank immediately if there are any discrepancies.

## **2. REQUESTS RELATED TO SERVICES**

- (a) According to the provisions of the Terms and Conditions of Online Banking Services, a request shall be construed as any request or instruction given by the Customer to the Bank through the use of one or more Online Banking Usernames/Personal Codes, Passwords, etc. Questions to Reset Passwords, Security Codes and any other formats specified by the Bank from time to time ("**Customer Requests**")
- (b) The Customer proposes and authorizes the Bank:
  - i. pursuant to and perform all Customer Requests to the manifest effect duly authorized by the Customer, even if such Customer Requests may conflict with any other commitments made at any time in relation to the Customer's Accounts; and
  - ii. debit from the Customer's Accounts any amount that the Bank has paid or incurred as a result of fulfilling the Customer's Requests.
- (c) A Customer's Request is considered valid and accepted by the Bank if the Customer's Request is valid through the Services using the Username, Security Code, Password Reset Question, Valid Password and any other verification prescribed by the Bank, if applicable.

- (d) A valid Customer Request for a Joint Account (including the opening of an Online Deposit Account and a Time Deposit Account) is considered a request by the Joint Account Holder.
- (e) When the Customer uses his/her Username, Password (if applicable) and Security Code to submit the Customer's Requests in relation to the Services, such Customer's Requests cannot be changed or withdrawn without the Bank's approval.
- (f) The Bank reserves the right to decline the Customer's Instruction or delay in responding to the Customer's Instructions while the Bank verifies the Customer's identity or details of the Customer's Requests. The Bank may also refuse to honor a Customer Request if the Bank knows or suspects that there has been a breach of confidentiality or is unable to perform, such as a transaction exceeding the limit.
- (g) When the Bank becomes aware of or suspects a breach of security or other suspicious circumstances related to the operation of one or more of the Customer's Accounts or the Services, the Bank may, in its sole discretion, refuse to perform or delay the execution of the Customer's Request and in such case, The Bank will notify the Customer as soon as possible.
- (h) Upon suspicion of a breach of security or in the event of Force Majeure, the Bank may suspend the provision of any Services to the Customer without notice when the Bank deems it necessary or advisable to do so, for example for the protection of the Customer. For security reasons and to protect the interests of the Customer, the Bank reserves the right to consider and suspend the operation of the E-Banking Account if this account is not accessed within 12 months. In order to use the Online Banking again, the Customer must contact the Bank to re-register for the Online Banking.
- (i) Possible problems with computer systems, the Customer acknowledges that the Customer's Requests may not reach the Bank via the online network. The Bank will not accept any responsibility in relation to the Customer's Requests submitted to the Bank that are not received by the Bank for any reason beyond the Bank's control.
- (j) After registering for Internet Banking, the Customer will receive an electronic statement of the Account periodically as a printed statement. Customers can access it at any time by selecting the Statement section on Internet Banking and can download or save it to their computer.
- (k) In the event of a change in the Account classification, segment or tier of the Customer (Premier Customer, Payroll Customer, Personal Banking Customer, or such other Account classification, segment or tier as the Bank may apply from time to time), the Beneficiary Accounts stored in Internet Banking will not be used further. Customers can re-register the list of Beneficiary Accounts on Internet Banking in the manner instructed by the Bank from time to time.

### **3. REGULATIONS ON THE USE OF THE SERVICE**

- (a) You may not use the Services for or in connection with any purpose or activity that is not permitted or prohibited by law. The Customer must notify the Bank as soon as possible if the Customer becomes aware that the Services are being used for or in connection with an unlawful purpose or activity.

- (b) You must not (and must not attempt to) disrupt or harass or attack in any way any part of the Services (including online websites, Security Devices, HSBC Vietnam Apps, Digital Secure Key features or software related to the Bank or Services). The Customer must not (and shall not attempt to) connect to anything in connection with the Services (including online websites or software related to the Bank or the Services to which the Bank does not intend for the Customer to connect) except by using Username, Security Code, Password (if applicable), and Password Reset Questions.
- (c) The Customer shall be liable for any direct losses incurred by the Customer from improper transactions arising directly from or in connection with the use of the Services due to the Customer's negligence, error or willful act.
- (d) If the Customer allows any person to use one or more of the following:
  - i. Username
  - ii. Password
  - iii. Password Reset Question
  - iv. Digital Secure Key/ Security Device; and/or
  - v. Security Code

The Customer shall be liable for all claims, losses and consequences arising out of or in connection with all transactions conducted through the use of the Services by or with his/her consent.

- (e) If the Customer engages in an unauthorized, unauthorised or prohibited transaction, the Customer will be liable for some or all of the losses arising from such unauthorised transaction. Improper transaction including failure to take reasonable steps to comply with any of the confidentiality obligations referred to in the Online Banking Terms and Conditions and/or any unreasonable delay in notifying the Bank of the disclosure or the possibility of disclosure to a person other Username or Password or Questions to Reset Password or Security Code and/or the unauthorized use, control or loss of the Security Device/Mobile Device used to use the Customer's Digital Secure Key Feature.
- (f) If the Customer has notified the Bank as soon as possible of the disclosure or possibility of disclosure to another person of Username or Password or Questions to Reset the Password or Security Code and/or the unauthorized use, control or loss of the Security Device/Mobile Device used to use the Feature The Customer shall not be liable for losses incurred after the Bank has received such notice unless the Customer acts intentionally or carelessly.
- (g) The Customer is not responsible for losses caused by:
  - i. the intentional or negligent acts of the Bank's employees or representatives or parties involved in the provision of the Services;
  - ii. Errors occurring on the Bank's systems, including those used to provide the Services, except for errors that are obvious or have been advised by a notice or message;
  - iii. Unauthorized transactions appear before the Customer creates the Internet Banking Username/Personal ID and Password (if applicable) and after the Bank has received the

Customer's notification as specified in the Terms and Conditions of Online Banking Services;

- iv. Losses from unauthorized transactions caused through the use of the Service are the result of computer-related crime that would have been prevented by the risk control and regulatory measures adopted by the Bank.

#### **4. LIMITATION OF BANK LIABILITY**

- (a) The Bank shall not be liable for any errors, delays or omissions caused by beyond the Bank's control or through no fault of the Bank.
- (b) When the Bank becomes aware of or suspects a breach of security or other suspicious circumstances in relation to or in connection with the use of one or more of the Customer's Accounts or the Services in general, the Bank may, in its sole discretion and without any liability, refuses to comply with or delays in complying with the Customer's Request and in such case, the Bank will, to the extent possible, notify the Customer.
- (c) The Bank is not responsible for any loss or damage that the Customer encounters or suffers due to the Customer's failure to maintain confidentiality and/or use the Security Device, Password Protection in accordance with the Bank's requirements and recommendations.

#### **5. DIGITAL SECURE KEY**

- (a) The Bank will use reasonable endeavours to ensure that the Security Device provided to the Customer will function to the extent necessary to enable connection to the Services upon Customer's Request.
- (b) The Customer must notify the Bank immediately if any Security Device does not function properly and the Bank will replace the Security Device, the replacement of the Security Device will be charged by the Bank, except in the following cases:
  - i. The defective Security Device is returned to the Bank within 90 days from the date of issuance; and
  - ii. The Bank has evidence that the Customer was not at fault or negligent in causing or contributing to the failure of the Security Device to function properly;
  - iii. From February 2021, unless otherwise decided by the Bank, the Digital Secure Key feature is the default tool (replacing the Security Device) to generate a Security Code for Personal Internet Banking.
- (c) For customers who are currently using a Security Device, when the Customer successfully activates the Digital Secure Key feature, the Customer's Security Device will be immediately invalidated.
- (d) If the Customer has not successfully activated the Digital Secure Key feature, the Customer may continue to use the Secure Device to log in and use the Services available on Personal Internet Banking, however, the Customer will not be able to access and use the HSBC Vietnam App until the Customer has successfully activated the Digital Secure feature. Key.

- (e) In the event that the Customer has activated the Digital Secure Key for use but later wishes to return to use the Security Device, provided that the Security Device continues to be provided/accepted by the Bank, the Customer will be required to follow the Bank's procedure at that time for changing the method of generating the Security Code. and bear any fees that may apply.
- (f) When any of the Customer's Mobile Devices used to use the Digital Secure Key feature becomes:
  - i. impossibility of normal operation of the necessary features; and/or have a reduced level of security or are unable to maintain compliance with confidentiality requirements in accordance with the Bank's instructions/recommendations;
  - ii. or cease to be under the Customer's control (whether accidental or intentional) including but not limited to damage, loss, theft, alteration, hack, control interference or data theft.

In these cases, the Customer is responsible for immediately removing the device from the list of devices registered to use the HSBC Vietnam App via:

- i. The HSBC Vietnam App is installed on another compatible Mobile Device (subject to the availability of the relevant feature on the HSBC Vietnam App from time to time); and/or
- ii. Contact the Bank's Customer Service Center; or
- iii. Any other method applied by the Bank from time to time and specified in the General Terms and Conditions

## **6. REMITTANCE LIMIT ON HSBC VIETNAM ONLINE BANKING/APP**

Remittance limits on HSBC Internet Banking / HSBC Vietnam App include:

- (a) Daily limit: The maximum cumulative total amount of money transfers that customers can make via Internet Banking and HSBC Vietnam App in a single day. In particular, this limit:
  - i. At the time of account opening, the Customer accepts the daily limit issued by the Bank and the maximum daily limit may be changed by the Bank from time to time;
  - ii. In the process of using the Account, the Customer may register (in the manner prescribed by the Bank from time to time) to adjust the daily limit to be lower than the initial daily limit granted by the Bank;
  - iii. In the process of using the Account, the Customer may register (in the manner prescribed by the Bank from time to time) to adjust the daily limit increase, but the new limit shall not exceed the maximum daily limit as prescribed by the Bank from time to time.
  - iv. The change of the limit as prescribed in this Article shall only be made when the Bank receives the Customer's registration and is approved by the Bank. The effective date of the limit increase or decrease will be notified by the Bank to the Customer at the time of registration.
  - v. Transactions that meet all of the following conditions will not be counted towards the daily transfer limit, including:

- Online transfer order to overseas bank account or foreign currency online transfer order to another bank in the country; and
  - Beneficiary means a beneficiary who has not been registered with the Bank by the Customer via: (i) the Beneficiary Registration Form or (ii) the Secure Message mailbox on the Internet Banking; and
  - The date on which the Bank performs the transaction is different from the date on which the Customer requests the transaction.
- (b) Transaction limit: is the maximum amount of a transaction that can be made via HSBC Internet Banking and the HSBC Vietnam App. In particular, this limit:
- i. At the time of Account opening, the Customer accepts the transaction limit granted by the Bank;
  - ii. The transaction limit will not exceed the daily limit applied to the Customer.

## **7. SECURE MESSAGING SERVICE**

- (a) In the event that the Bank provides the Customer with a messaging facility with the Bank (the "Secure Message Service"), the Customer may send messages to the Bank and the Bank may respond to the Customer with confidential messages through this Service.
- (b) If the Customer sends the Bank a message via the Secure Message Service, the Bank will try to reply to the Customer within two (02) working days by sending an email or by phone to confirm that the Bank has received the Customer's message.
- (c) In the event that the Customer sends a message through the Secure Message Service and the Bank is not ready to answer the Customer's questions or comply with the Customer's Request within the period specified in this Article, the Bank will try to let the Customer know about it within two (02) working days. No Customer Request will be fulfilled until the Bank sends the Customer a confirmation message.
- (d) Once the Customer has submitted a Customer Request, the Bank may not cancel the Customer Request before the Customer Request has been fulfilled.
- (e) Customers are not allowed to send the following messages to the Bank:
- i. In relation to matters in which the Services already have such a specific function, for example, notifying the Bank of the change of the Customer's address or for payment;
  - ii. Immediate attention is required (in which case call the Bank);
  - iii. Transactional requirements, such as stock trading or fund management requirements;
  - iv. Notification of loss or theft of a cheque or credit card (in which case call the Bank);
  - v. Offensive, meaningless or otherwise inappropriate;

In case the Customer performs the actions specified in this Point, the Bank may at its sole discretion decide to remove the Security Message Service utility.

- (f) Under no circumstances shall any message sent by the Bank through the Secure Message Service be considered as an offer to provide products or services to the Customer.

## **8. SERVICE FEE**

- (a) Customer is responsible for any telephone charges and charges collected by Customer's Online Service Provider when Customer uses the Services.
- (b) The Customer authorizes the Bank to debit from any of the Customer's Accounts payments for the provision of the Services.
- (c) When the Bank introduces new Services to the Services, the Bank may provide new Services under additional terms that will be notified to the Customer from time to time in accordance with the Online Banking Terms and Conditions.
- (d) The website or screens that the Customer connects to the Services will be changed by the Bank. The Bank may make these changes (including changes in form) without notifying the Customer, unless the Bank has specifically agreed with the Customer that it will notify the Customer in advance.

## **9. BILL PAYMENT SERVICE**

- (a) The Bank will provide Invoice Payment Services so that the Customer can pay invoices to designated Service Providers ("**Service Providers**") issued to the Customer and/or to third parties.
- (b) Customer Warranties and Indemnity:
  - i. Customer warrants that Customer will be responsible for timely payment of its invoices and the invoices of any third party and will pay any interest, fees and expenses required by the relevant Service Provider for any late payment.
  - ii. When the Customer requests the Bank to pay the invoice/pay the transaction by debit from his/her Account, the Customer, in any case, needs to ensure that the balance of the arrangement has sufficient funds available in the corresponding Account for these transactions. When the balance is insufficient, the Bank reserves the right not to execute the transaction and will not be responsible for any consequences arising from or in connection with requests that the Bank does not fulfill due to the shortage of funds and/or credit loans, in case of interruption due to Force Majeure event or due to a specific delay of the information system and the Bank still performs the transaction as requested, the Customer needs to secure the balance thereafter to debit the transaction made.
- (c) The Customer will directly address the relevant Service Provider and any questions, complaints, requests or disputes related to the payment of invoices or services provided by the Service Provider. The Bank will not be responsible for resolving any disputes between the Customer and the Service Provider, such as disputes over late payment of bills and/or interest, fees and charges imposed by the relevant Service Provider.

## **10. USE OF BANK COMPUTER ASSETS**

At the Bank's business locations, HSBC may provide computer tools and/or other terminals ("**Computer Assets**") for the Customer's use. By using or connecting to any Computer Property, Customer confirms:

- (a) You may not use the Computer Properties for or in connection with any unauthorized or prohibited purpose. The Customer must notify the Bank as soon as possible if the Customer becomes aware that the Computer Properties are being used for or in connection with an unauthorised or prohibited purpose.
- (b) The Customer must comply with all applicable Vietnamese laws.
- (c) The Bank's Computer Assets must not be used for the following purposes:
  - i. Accessing, posting or downloading illegal, pornographic or immoral materials;
  - ii. Post or transmit information or software that contains electronic viruses, viruses or other harmful parts;
  - iii. Infiltrate or attempt to infiltrate the Bank's computer systems.
- (d) Customer will not download, install, or host third-party programs.
- (e) The Customer shall not copy, post, post, publish, transmit, reproduce or distribute the material protected by intellectual property rights without the permission of the owner or the person who has such rights.
- (f) The Customer should be aware that while the Bank makes all reasonable efforts to ensure that the Computer Properties are functioning properly and are free of any viruses, spyware or harmful computer software intended to protect the Customer's personal information, the Customer's use of the Computer Properties is entirely at the Customer's own risk. provide and Online Banking Username/Personal Password, Password, Password Reset Questions, Security Codes, and activities conducted through Computer Properties that may be monitored and monitored by the Bank and/or Third Party Service Providers.
- (g) The Bank shall not be liable for any losses incurred in the course of using the Computer Properties due to servers, connection errors, errors, omissions of any of their network providers, computer programs, agents or subcontractors.
- (h) The Bank reserves the right to prohibit any person from using the Computer Assets in the event of a breach or fault in compliance with the terms and conditions set out in this Agreement.

## **11. GENERAL PROVISIONS**

- (a) For the purpose of your safety and protection of your interests, if your Internet Banking Account:
  - i. if not logged in within 12 months, the Internet Banking Account will automatically be temporarily locked; and



- ii. if not logged in for the next 4 months from the 12-month period, the Internet Banking Account will be deleted on the Bank's system.
- (b) During the period when the Online Banking Account is temporarily locked, in order to continue using the service, the Customer needs to contact the Bank for support. In case the Online Banking Account has been deleted on the system, in order to continue using the service, the Customer needs to re-register an Online Banking Account with a new Username that does not match the old Username.
- (c) In the event that the Customer requests to close all accounts (including Joint Accounts) with the Bank, the Customer's Online Banking Account will be automatically terminated for the next thirty (30) business days.
- (d) Harmful Computer Software: The Services are connected through an online network – a public system over which the Bank has no control. Accordingly, it is Customer's obligation to ensure that the terminal or other equipment used by Customer (except for the provisions relating to storage for the Services connected through the Computer Properties) to connect to the Services is completely free of and is protected from harmful computer software (the "**Section**"). **Harmful Software**"), that is, any software developed with the intention of harming a computer system or infringing on the Customer's personal and private information. Malware includes viruses, spyware, adware, "malware," and other destructive or harmful elements. Due to the nature of the Services, the Bank will not be responsible for any loss or damage to data, software, computers, information equipment or other equipment caused by the Customer when using the Services if it is not due to the Bank's negligence or intentional error.
- (e) By connecting, using and/or continuing to use the website of these Services and/or using Computer Assets, the Customer will compensate for any losses and losses incurred by the Bank in connection with or arising from:
  - i. The use of the Services is improper or inappropriate according to the Bank's instructions;
  - ii. Any unauthorized Customer Requests (including Customer Requests from unauthorized persons and/or Customer Requests made from improper use of Password Usernames (if applicable), Password Reset Questions and/or Security Codes and/or Digital Secure Keys) may transmitted via Personal Internet Banking or any Customer Request is incomplete, inaccurate or erroneous;
  - iii. Any breach or non-compliance with any of the contents of the Terms and Conditions of Online Banking by the Customer or by any unauthorised person using the Customer's Online Banking Username/Personal ID, Password, Password Reset Questions and Digital Secure Key;
  - iv. When you knowingly or unintentionally download or install any Harmful Software on a terminal or other device that you use to connect to the Services;
  - v. Customers use Computer Property causing damage or damage;
  - vi. Reliance on any source (e.g., stock and exchange rate information), materials, products or services owned or operated by third parties through the links available on the service. The

Bank is not responsible for any errors, delays or omissions caused by beyond the Bank's control or through no fault of the Bank.

- (f) Definitions or terms not mentioned in the Online Banking Terms and Conditions shall be read and construed in accordance with the General Terms and Conditions.
- (g) The Bank reserves the right to amend and supplement the Terms and Conditions of Online Banking Services. Such amendments and supplements will take effect immediately after the Bank announces on the Bank's official website. The Customer's continued use of the Products and Services immediately after the amendments and supplements to the Terms and Conditions of Internet Banking Services (as specified in the Bank's notice) shall be deemed to be the Customer's acceptance of the amendments. that supplement. In case the Customer does not agree to any amendment or supplement of the Terms and Conditions of Online Banking, the Customer has the right to terminate the use of the Bank's Products and Services by notifying the Bank's information channels specified in the General Terms and Conditions and the Terms and these Online Banking Terms and Conditions.

## **IV. TRANSACTIONAL ACCOUNT TERMS AND CONDITIONS**

The following terms and conditions ("Transactional Account Terms and Conditions") of HSBC Bank (Vietnam) Limited apply to individual customers at the Bank's branches and transaction offices. These Terms and Conditions of Transaction Account apply to all Products and Services related to Transaction Accounts provided by the Bank. A copy of such terms and conditions will be provided by the Bank upon request.

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

- 1.1. The Customer agrees to use the Account and the Services and Products in accordance with the provisions of these Terms and Conditions of the Transactional Account, in accordance with any agreements or additional terms and conditions or instructions for using the Services and Products issued by the Bank and only for lawful purposes, including making regular and periodic payments at the request of the Customer and other lawful purposes as prescribed by law or as agreed between the Customer and the Bank.
- 1.2. Customers are not allowed to use the Account, Products, and Services for payment transactions, transfers, purchases of goods and services, and other transactions that are not permitted or prohibited by law. The Bank reserves the right to check for illegal or invalid use of any Account, Products or Services and may close or freeze part or all of the balance of the Account in accordance with the provisions of the General Terms and Conditions.
- 1.3. Time, place, method of product provision: Transactional Accounts are opened based on the Personal Account Opening Application registered from you through:
  - (a) The application form must be submitted directly at HSBC's branches/transaction offices during HSBC's operating period; operating from Monday to Friday (except public holidays), from 8 a.m. to 17 p.m.); or
  - (b) Online application at any time at HSBC Vietnam App

### **2. GENERAL PROVISIONS**

- 2.1. The Bank will amend and supplement any provisions of these Terms and Conditions of Transaction Accounts to be in accordance with relevant legal regulations and internal procedures of the Bank. Such amendments and supplements will take effect immediately after the Bank announces them on the Bank's official website and publicizes them in the form of listing at HSBC's head office and business locations. The Customer's continued use of products and services immediately after the amendments and supplements to the Terms and Conditions of the Transaction Account take effect (specified in the Bank's notice) will be considered as the Customer's acceptance of the amendments. that supplement. In case the Customer does not agree to any amendment or supplement of the Terms and Conditions of the Transaction Account, the Customer has the right to terminate the use of the Bank's products and services by notifying the Bank's information channels specified in these Terms and Conditions of the Transaction Account.
- 2.2. Customer's rights under law: All Customer's rights under law are not limited by any provision of these Terms and Conditions of Transactional Account, including rights relating to the Account, Services not expressly described, fairness between the Customer and the Bank is set out in the Terms and Conditions of the Transactional Account, and the right to close the Account or the right to make a claim.
- 2.3. Definitions or terms not mentioned in the Transactional Account Terms and Conditions shall be read and construed in accordance with the General Terms and Conditions.

## **V. APPENDIX: TERMS AND CONDITIONS FOR COLLECTION AND USE OF CUSTOMER INFORMATION, FINANCIAL CRIME RISK MANAGEMENT AND COMPLIANCE WITH TAX LAWS**

Terms and Conditions on Collection and Use of Customer Information, Financial Crime Risk Management Activities and Compliance with Tax Laws ("Addendum to Collection and Use of Customer Information") regulating the collection and use of Customer and Related Party information for financial crime risk management activities and comply with tax laws.

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

Customer Information will not be disclosed to any other person unless:

- 1.1. To other members of the HSBC Group for operational, administrative and compliance purposes;
- 1.2. HSBC is required to disclose information in accordance with the provisions of law, international treaties and commitments that HSBC must comply with;
- 1.3. HSBC has a responsibility to the community to disclose information;
- 1.4. HSBC must disclose information for HSBC's legitimate business purposes or those of a third party;
- 1.5. The disclosure of information is carried out with the consent of the Customer; or
- 1.6. Disclosure of information in accordance with these Terms and Conditions, which is agreed to be complied with by the Customer when opening an account with the Bank.

### **2. INFORMATION COLLECTION**

- 2.1. HSBC reserves the right to 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 relationship between the Customer and the HSBC Group) and the Customer's Related Party information.
- 2.2. Customer Information may be requested from the Customer (or the Customer's representative), or may also be collected by or on behalf of HSBC, or members of the HSBC Group, from other sources (including information that is publicly available), generated or aggregated together with other information obtained by HSBC or any member of the HSBC Group.

### **3. PURPOSE OF COLLECTING CUSTOMER INFORMATION**

The collection and processing of Customer Information is specified in the Appendix to the Collection and Use of Customer Information in order to serve risk management activities and comply with regulations on prevention and control of financial crimes, including compliance with tax policies. ("**Purpose**").

### **4. INFORMATION 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:

- 4.1. any member of the HSBC Group;
- 4.2. any contractors, agents, service providers, or affiliates of the HSBC Group (including their employees, directors and officers);
- 4.3. to meet any requirements of the Competent Authority in accordance with the law, treaties and international commitments to which HSBC is subject;
- 4.4. any person acting on behalf of the Customer, the payee, the beneficiary, the nominee in relation to the account, intermediary banks, confirming and correspondent banks, clearing houses, payment systems or clearing houses, market partners, collection units, swap or trading registration systems, stock markets, companies from which the Customer benefits through securities (in case such securities are held by HSBC for the Customer);
- 4.5. any party that benefits from or bears risk from or in connection with the Services, Products;
- 4.6. other credit institutions, credit information-providing organizations or credit management agencies, to request or to provide credit information in accordance with law;
- 4.7. any third party fund manager who provides asset management services to the Customer;
- 4.8. any brokers introduced by HSBC;
- 4.9. in connection with any transfer, disposition, merger or sale of HSBC's business; and
- 4.10. other cases as prescribed by law or with the consent of the Customer.

## **5. CUSTOMER OBLIGATIONS**

- 5.1. The Customer agrees to promptly notify HSBC, and in any event within 30 days in writing of any changes in relation to the Customer Information provided to HSBC from time to time, and to respond to any request made by HSBC.
- 5.2. The Customer acknowledges that each Related Party whose information (including Personal Data or Tax Information) is provided by the Customer to HSBC has been notified and has consented to the processing, disclosure and transfer of his/her information in accordance with this Addendum. The Customer shall inform the Related Party that he/she may be granted access to and correction of his/her Personal Data.
- 5.3. To the extent permitted by law and in accordance with the Purpose, in the event that:
  - a. The customer fails to provide the Customer Information as reasonably requested by HSBC, or
  - b. The Customer refuses or withdraws any consent necessary for HSBC to process, transfer or disclose the Customer Information for the fulfillment of the Purposes, or
  - c. HSBC or a member of the HSBC Group who is suspected of being involved in a Financial Crime or a Customer who has signs of a Financial Crime against a member of the HSBC Group,

HSBC reserves the right to:

- i. Not to provide new, or continue to provide all or part of the Services to the Customer, and reserves the right to terminate the business relationship with the Customer; and/or
- ii. Take actions necessary for HSBC or a member of the HSBC Group to meet its Compliance Obligations; and/or
- iii. Temporarily block the Customer's Account(s); and/or
- iv. Close the Customer's Account(s), if applicable.

In addition, the failure of the Customer to provide the Tax Information and the accompanying reports, waivers and approvals of the Customer, or of the Customer's Related Party, may force HSBC to make its own decision in relation to the Customer's status, including the reporting or non-reporting of such Customer to the Tax Authority, and may compel HSBC or any other entity/individual to deduct amounts as lawfully required by any Tax Authority and pay such amounts to any Tax Authority.

## **6. FINANCIAL CRIME RISK MANAGEMENT ACTIVITIES**

- 6.1. HSBC and its members of the HSBC Group reserve the right to take any action that HSBC and its members of the HSBC Group deem appropriate in its sole discretion, in order to meet its Compliance Obligations in relation to the detection, investigation and prevention of Financial Crime ("**Financial Crime Risk Management Activities**").
- 6.2. Risk management and compliance with Financial Crime Prevention regulations including but not limited to: (a) verifying, intervening and investigating any Instructions, communications, withdrawal requests, requests for the provision of Services, or any payments sent to or sent by the Customer, or on behalf of the Customer, (b) investigate the origin or intended recipient of the funds, (c) aggregate the Customer Information with other relevant information available to the HSBC Group, and/or (d) further verify the status of an individual or entity whether or not they are the subject of any sanctions, or to identify information about the Customer's identity and condition, (e) request the Customer to provide additional information or documents relating to the origin of any deposits, transfers or payments sent to or from the Customer. The Customer may also be required to sign the Bank's forms relating to the commitments as to the origin of these payments.
- 6.3. In the event that the Customer fails to prove the origin of any deposits, transfers or payments sent to or outgoing, the Bank reserves the right to refuse to provide the Products or Services to the Customer. Customers need to proactively arrange sources of funds that can be proven to ensure deposits, transfers or payments to avoid unwanted consequences.
- 6.4. In exceptional circumstances, HSBC's commitment to implement Financial Crime Risk Management Activities may cause HSBC to delay, block or refuse to make any payment or set-off, the processing of Customer's requests or records of requests for the provision of Services or the provision of all or part of the Services Affair. To the extent permitted by law, HSBC or any member of the HSBC Group shall not be liable to the Customer or any third party for any Loss incurred by the Customer or any third party in connection with the delay, freezing or refusal of any payment or the suspension of all or part of the Services or other measures arising

from Risk Management or Financial Crime. The delay, blockage or rejection of any deposits, transfers or payments or the cessation of the provision of the Services or other measures, in whole or in part, arising out of Financial Crime Risk Management shall not alter the Customer's liability for payment of any Amounts Due to the Bank goods or related parties.

## **7. COMPLIANCE WITH TAX LAWS AND REGULATIONS**

The Customer acknowledges that it is solely responsible for understanding and complying with its tax obligations (including the payment of taxes or the filing of tax returns or other documents relating to the payment of all relevant taxes) in all countries/territories where such and related tax obligations arose the opening and use of the Account(s) and/or Services provided by HSBC. The tax laws of certain countries/territories may apply outside the territory regardless of the Customer's place of residence, residence, nationality or place of establishment. HSBC is not responsible for any tax liabilities that may arise in any country/territory, including any country/territory in relation to the opening and use of the Account(s) and/or Services provided by HSBC.

## **8. GENERAL PROVISIONS**

In the event of any conflict or discrepancy between any provision of these Addendums and the terms of any other agreement on the Services, products, business relationship, Account or other agreement between the Customer and HSBC, the collection, The processing of Customer Information set forth in the Addendum to the Collection and Use of Customer Information set forth in this Addendum shall prevail. Any approvals, permissions, waivers and consents requested by HSBC and provided by the Customer in relation to the Customer Information shall continue to be in full force and effect to the extent permitted by applicable laws in the country.

Definitions or terms not covered in the Customer Information Collection and Use Addendum shall be read and construed in accordance with the General Terms and Conditions.