

## **TERMS AND CONDITIONS OF USE OF THE HSBC VIETNAM APP**

Before downloading and using **the HSBC Vietnam App** or **HSBC Mobile Banking App**, please read carefully the HSBC Vietnam app Terms and Conditions and HSBC Privacy Notice published at <https://www.hsbc.com.vn/en-vn/privacy-and-security> and HSBC principles of consumer information protection published at <https://grp.hsbc/principlesofconsumerinformationprotection> of HSBC Bank (Vietnam) Limited ("**the Bank**", "**HSBC**"). The HSBC Vietnam app Terms and Conditions are effective from July 1, 2024.

The HSBC Vietnam app Terms and Conditions ("**HSBC Vietnam app Terms and Conditions**"), HSBC's Privacy Notice and HSBC principles of consumer information protection explain the responsibilities and obligations in relation to the services and information used by the Customer, requested by the Bank, or provided to the Customer by the Bank through HSBC's HSBC Vietnam App.

### Customer's Confirmation:

1. By downloading and using the HSBC Vietnam App, The Customer are deemed to have read, understood and agreed to the HSBC Vietnam app Terms and Conditions and any amendments and changes made from time to time.
2. The Customer have read, understood, and given The Customer's explicit, voluntary, affirmative, unconditional consent for HSBC to process The Customer's Personal Data in accordance with the contents of HSBC Privacy Notice. The Customer should carefully remember the Customer's confidentiality obligations set forth in the HSBC Vietnam app Terms and Conditions as a breach of any of the specified confidentiality obligations may make the Customer liable for transactions even if the Customer does not enter into such transactions.
3. The Customer confirm that they have read, understood and agree to HSBC principles of consumer information protection and any amendments published on the Bank's official website and publicly announced in a distinct position at the head office and business locations of HSBC. The Customer hereby give The Customer's explicit, voluntary, affirmative, unconditional consent for HSBC to process The Customer's data in accordance with the contents of HSBC Principles Of Consumer Information Protection and any amendments to this principle from time to time.

### **Definitions**

**Biometric data** includes fingerprints, facial map.

**Biometric Authentication** is a feature of the HSBC Vietnam App, which uses The Customer Biometric Data to confirm The Customer's identity when The Customer log in to the HSBC Vietnam App.

**Face ID** is a facial recognition feature designed and developed by Apple Corporation for Mobile Devices manufactured by Apple Corporation.

**Touch ID** is a fingerprint recognition feature designed and developed by Apple Corporation for Mobile Devices manufactured by Apple Corporation.



**PIN** is a Personal Identification Number, which is used to authenticate the Customer's identity when the Customer log on to the HSBC Vietnam App.

**Mobile Device** is a smart mobile device that uses the operating systems supported by the Bank to be able to install the HSBC Vietnam Application, including smartphones, tablets, etc.

Definitions or terms not mentioned in the HSBC Vietnam app Terms and Conditions shall be read and construed in accordance with the General Terms and Conditions.

## **1. SCOPE OF APPLICATION**

Use of the HSBC Vietnam App is subject to the following terms and conditions and amendments to these documents, including:

- 1.1. HSBC General Terms and Conditions or HSBC Premier Term and Conditions; and
- 1.2. HSBC Internet Banking Terms and Conditions; and
- 1.3. The HSBC Vietnam app Terms and Conditions; and
- 1.4. HSBC Privacy Notice; and
- 1.5. HSBC principles of consumer information protection; and
- 1.6. The terms and conditions apply to any of the Bank's Products and Services when the Customer accesses and uses the HSBC Vietnam App; and
- 1.7. Any other terms and conditions that the Bank may announce apply from time to time of access and use using the HSBC Vietnam App.

Together forming a complete agreement and explanation for the Services provided by the Bank to the Customer, the above documents are hereinafter collectively referred to as "**Terms and Conditions Group**".

## **2. LOG IN TO THE HSBC VIETNAM APP**

The HSBC Vietnam App allows customers to access certain Internet Banking services in a format designed for use via Mobile Devices.

- 2.1. When a Customer logs in to the HSBC Vietnam App for the first time on a Mobile Device, the Customer must register the Mobile Device and PIN by entering the Username, Password and OTP code sending by The Bank via The Customer's mobile phone number. The maximum number of Mobile Devices a Customer can register to use the HSBC Vietnam App will be issued by the Bank Notifications from time to time. Customers can remove unused Mobile Devices from the list of registered devices via the Device Management feature in the HSBC Vietnam App.
- 2.2. After successfully registering for a Mobile Device, customers can log in to the HSBC Vietnam App by:
  - 2.2.1. Enter the PIN created when the Customer registers the device using the HSBC Vietnam App; or
  - 2.2.2. Activate and use the Biometric Data (e.g. fingerprints, facial map or any other Biometric Data) that the Bank enable for use on the HSBC Vietnam App.

2.2.3. Customers may be required to perform one or more of the login methods set out above to access the full range of services of the HSBC Vietnam App.

### **3. USING THE HSBC VIETNAM APP**

- 3.1. The HSBC Vietnam App can be used on Mobile Devices that are capable of connecting to the Internet and running operating systems that are supported and specified by the Bank from time to time. However, not all services available on Internet Banking can be accessed using the HSBC Vietnam App.
- 3.2. Updates to the HSBC Vietnam App will be published by the Bank on a regular basis on the App Store of that Mobile Device (e.g. Apple Store or Google Play™). On some Mobile Devices, these updates will be downloaded automatically. If an update is not downloaded automatically on Customer's Mobile Device, Customer will need to visit the App Store to download the updated version. Customers can receive the Bank's notification of updates when logging in to the HSBC Vietnam App. Customers are encouraged to log in to the HSBC Vietnam App regularly to check for these updates. Depending on the update process, customers may not be able to use the HSBC Vietnam App until the latest version is downloaded and installed. Customers should ensure that the HSBC Vietnam Mobile App is always updated with the latest version issued and announced by the Bank to ensure that there is no interruption in accessing the Services of the HSBC Vietnam App and Internet Banking.
- 3.3. The HSBC Vietnam app is designed and provided exclusively for HSBC customers to install and use. The Bank does not intend and is not responsible for the download and use of the HSBC Vietnam App:
  - 3.3.1. because individuals and organizations are not yet customers of the Bank;
  - 3.3.2. in countries/territories where the laws of such country/territory do not permit the download and use of the HSBC Vietnam App and the services on the App; or
  - 3.3.3. in countries/territories where the Bank has not been licensed or licensed to provide the HSBC Vietnam App or the services on the HSBC Vietnam App.
- 3.4. The Bank does not charge a fee for using the HSBC Vietnam App. The Customer acknowledges that The Customer may be charged by The Customer's mobile network service provider for downloading or accessing or using features of the HSBC Vietnam App in Vietnam or overseas.
- 3.5. Some services on the HSBC Vietnam App may from time to time need to use The Customer's location information sent from The Customer's Mobile Device (e.g. GPS global positioning signals) to operate. If Customer uses this service, Customer agrees to allow the Bank, its partners, franchisees, and Google to access, monitor, transmit, collect, store, disclose, process and use Customer's location data in order to enable the Bank and Google to provide relevant features in accordance with the terms and conditions and privacy policy of the HSBC Vietnam App and Google. Customers will be asked to authorize the use of location services the first time they use the relevant services. Customer may terminate this consent at any time by disabling the location services setting on his/her Mobile Device.
- 3.6. The HSBC Vietnam App may collect, store and process certain information provided by the Customer or generated from the HSBC Vietnam App on the Customer's Mobile Device.
- 3.7. By registering the Customer's Mobile Device with the HSBC Vietnam App and using the Application on the Mobile Device, the Customer agrees to allow the Bank to access, collect, process, use and share

the Customer's Information stored on the Mobile Device as well as to allow the Bank to access certain features equipment when necessary at certain times for the purpose of ensuring:

- 3.7.1. To provide the HSBC Vietnam App and in-App services to customers; and
  - 3.7.2. Internet Banking services provided through the HSBC Vietnam App are operated in accordance with the designed features;
  - 3.7.3. Processing Customer Information in accordance with the provisions of the Terms as well as other purposes in accordance with the Terms and Conditions Group.
- 3.8. Access to third-party services (e.g. Google Map/ Google Earth API) through the HSBC Vietnam App will be subject to the respective third-party service provider's own terms and conditions

For example, like Google's terms and conditions of use:

[https://maps.google.com/help/terms\\_maps.html](https://maps.google.com/help/terms_maps.html)

[https://www.google.com/enterprise/earthmaps/legal/universal\\_aup.html](https://www.google.com/enterprise/earthmaps/legal/universal_aup.html)).

- 3.9. In providing links in the HSBC Vietnam App, HSBC does not warrant and is not responsible for any linked websites. HSBC recommends that The Customer review the website's terms, privacy and cookies policies, and linked links to understand how to use the website that may affect The Customer. HSBC is not responsible for the accuracy, timeliness or availability or continued existence of the content, links or third party websites linked to the HSBC Vietnam App.
- 3.10. iPhone, iPad, iPod Touch, Touch ID, Face ID and Apple are trademarks of Apple Inc., registered in the US and other countries/ territories. App Store is a service mark of Apple Inc. Google Play™ is a trademark of Google Inc. Android™ is a trademark of Google Inc.
- 3.11. Activation of the Biometric Authentication feature on the HSBC Vietnam App is not mandatory or mandatory as prescribed by law from time to time. When The Customer activate the Biometric Authentication feature on the HSBC Vietnam App, The Customer agree that the HSBC Vietnam App will be entitled to access and use the Biometric Data stored in the Customer's Mobile Device. The HSBC Vietnam App will only use the Customer's Biometric Data for Biometric Authentication. The Bank will only use the HSBC Vietnam App to collect the Customer's Biometric Data if required by law.
- 3.12. Biometric Authentication is only available for Mobile Devices running iOS or Android operating systems that support facial and fingerprint recognition. Biometric Authentication on the HSBC Vietnam App will not be available if the facial or fingerprint recognition feature on the Customer's Mobile Device is corrupted, suspended or stopped. Customers can use PIN as an alternative authentication solution to log in to the HSBC Vietnam App.
- 3.13. The HSBC Vietnam App can be downloaded from official App Stores informed by the Bank (the "Announced App Store"), customers need to ensure that the HSBC Vietnam App is installed from the list published by HSBC. The Customer will be responsible for the failure to download and install the HSBC Vietnam App from the Published App Store and the Bank will not be responsible for the download and installation of the HSBC Vietnam App from non-published App Store in relation to the following matters:

- 3.13.1. Security vulnerabilities, fraudulent and malicious applications; and
  - 3.13.2. Content, support and maintenance of the HSBC Vietnam App; and
  - 3.13.3. Any failure of the HSBC Vietnam App; and
  - 3.13.4. Any complaints related to the HSBC Vietnam App.
- 3.14. If The Customer download and install the HSBC Vietnam App from the published App Store, The Customer can contact the Bank about the following issues:
- 3.14.1. Content, support and maintenance of the HSBC Vietnam App; and
  - 3.14.2. Any failure of the HSBC Vietnam App; and
  - 3.14.3. Any complaints related to the HSBC Vietnam App.
- 3.15. Through the appropriate Mobile Device, the Customer may use the Notification Feature (the "Push Notification") to receive information and communications electronically from the Bank.
- 3.15.1. In order to comply with relevant legal regulations or internal policies or systems, the Bank reserves the right to change the scope or/and expand or/and discontinue the provision of part or all of the Notification Feature and/or the type of Products and Services to be announced.
  - 3.15.2. The Bank does not require the submission of the Customer's password and/or account, Services and/or any confidential information on the Notification Feature.

#### **4. CUSTOMER RESPONSIBILITIES**

- 4.1. Customers must not replace, modify, adapt, reverse-engineer, copy or reproduce all or any part of the HSBC Vietnam App.
- 4.2. The Customer must not remove or interfere with the copyright notices associated with or included in the HSBC Vietnam App.
- 4.3. The HSBC Vietnam App is provided for lawful personal use, and The Customer must not use the HSBC Vietnam App for business or advertising purposes or any other unauthorized purpose.
- 4.4. The Customer must ensure that all security measures on the Mobile Device are fully applied as recommended by the Bank from time to time. The Customer shall be responsible for any damages incurred as a result of the Customer's improper, inaccurate or non-recommended use of the Bank's or failure to apply security measures to the Mobile Device.
- 4.5. Install security updates for the HSBC Vietnam App as soon as they are available.
- 4.6. Keep Customer's Mobile Devices safe and secure, and
- 4.7. Only provide accurate information through the HSBC Vietnam App; and
- 4.8. If The Customer choose to access the HSBC Vietnam App using The Customer's biometric characteristics, The Customer must ensure that The Customer's device only recognizes The Customer's own biometric characteristics. During the use of the HSBC Vietnam App, the App Store may have its own terms and conditions, and the Customer also needs to comply with the terms and conditions provided by the App Store.

- 4.9. Customer is responsible for properly protecting and backing up data and/or equipment, and is responsible for taking confirm, represent, and warrant that (i) every person whose Personal Data that Customer (or anyone on The Customer's behalf) has provided or will from time to time provide to HSBC or a member of the HSBC Group (The Customer's "Connected Persons") has been notified of HSBC Privacy Notice; (ii) they have given their explicit, voluntary, affirmative, unconditional consent for HSBC to process their Personal Data in accordance with the contents of HSBC Privacy Notice; and (iii) Customer are authorized to disclose their Personal Data to HSBC and/or members of the HSBC Group so that HSBC and/or members of the HSBC Group can process the same. At the same time, Customer have advised them of their various rights with respect to their Personal Data in accordance with the contents of HSBC Privacy Notice and in compliance with applicable laws of Vietnam. Customer, with this, undertake to verify the accuracy and completeness of the Personal Data provided to HSBC.
- 4.10. The Customer acknowledge and understand that in case of any change to The Customer's given consent, Customer will request in writing using the prescribed form available at HSBC branches or other channels provided in HSBC Privacy Notice. Customer understand that if Customer change my consent for any purpose and depending on the nature of my request, HSBC may not be able to continue to provide Products and/or Services to Customer.

## **5. RESPONSIBILITIES OF THE BANK**

- 5.1. Notwithstanding the Bank's reasonable efforts in providing the HSBC Vietnam App service, the Bank shall not be liable in part or in whole in the event of interruption due to a Force Majeure Event beyond the Bank's control or the Bank is not at fault. The circumstances specified in this Point may include situations such as loss of telephone network connection, or loss of mobile network connection due to the Customer being outside the mobile coverage area.
- 5.2. To the extent permitted by law, the Bank does not ensure the continuous operation of the HSBC Vietnam App. The App may experience interruptions in access or errors or during system upgrades or maintenance. In the meantime, the Bank is happy to help customers through branches or through the Customer Service Center. HSBC is not responsible if the HSBC Vietnam App is corrupted by viruses or malware.
- 5.3. HSBC may terminate the use of the services on the HSBC Vietnam App if:
- 5.3.1. The Customer fails to comply with the Terms and Conditions or the Bank's security instructions, leading to risks and damages to the Bank or the Customer or other customers; or
  - 5.3.2. The Bank has grounds to believe or suspect that the Customer is using the HSBC Vietnam App for illegal purposes, money laundering, terrorist financing or other criminal acts; or
  - 5.3.3. The Customer's information is no longer secure or secure.
  - 5.3.4. The HSBC Vietnam app is withdrawn by HSBC, either by Apple or Google Inc.,

- 5.3.5. According to the provisions of law, international treaties and commitments that the Bank must comply with
- 5.3.6. In HSBC's judgment, the Customer has suspicious or fraudulent activities in relation to any Account or transactions on the Customer's Account.
- 5.3.7. HSBC discontinued support for the HSBC Vietnam App and replaced it with another Application, or discontinued support for the HSBC Vietnam App on the Customer's Mobile Device or the operating system on which the App runs.
- 5.3.8. HSBC has reason to believe that the Customer's Mobile Device is being hacked or gaining priority access or otherwise is highly vulnerable to malware, viruses or similar threats.
- 5.3.9. The Customer terminates any Account, Products or Services used through the HSBC Vietnam App.

## **6. CUSTOMER CONFIDENTIALITY OBLIGATIONS**

- 6.1. The Customer complies with the instructions and any security procedures mentioned in this document that the Bank provides online.
- 6.2. The Customer shall carefully preserve his/her Mobile Device and prevent its Mobile Device and its security information from being used by others without the Customer's consent. Minimum precautions include:
  - 6.2.1. Do not write down or save confidential information in a way that others can understand;
  - 6.2.2. Don't use security information that is too predictable;
  - 6.2.3. Take care to ensure that no one can hear or see The Customer's confidential information while The Customer are using it.
  - 6.2.4. Ensure that the Customer's confidential information used for HSBC Internet Banking and the HSBC Vietnam App is not used elsewhere.
  - 6.2.5. Ensure that the Biometric Data stored on the Customer's device belongs to the Customer, do not store other people's Biometric Data on the Customer's device and ensure that only the Customer's own Biometric Data is used to log in to the HSBC Vietnam App.
  - 6.2.6. Do not use facial recognition for identity verification purposes if The Customer have twin siblings, instead The Customer are recommended to use a Security Code, PIN or fingerprint authentication feature to log in to the HSBC Vietnam App.
  - 6.2.7. Do not use facial recognition for identity verification purposes to log in to the HSBC Vietnam App if The Customer are currently a teenager with facial features that may be undergoing rapid development, instead The Customer are recommended to use a Security Code, PIN or fingerprint authentication feature to log in to the HSBC Vietnam App.
  - 6.2.8. Do not take any action to disable any function provided by, and/or agreeing to any settings of your mobile device that would otherwise compromise the security of the use of your Biometric Credentials for authentication purposes (e.g. disabling "attention-aware" for facial recognition);
  - 6.2.9. Do not disclose confidential information to others.

- 6.2.10. Change the security information immediately and notify the Bank as soon as possible if the Customer knows or suspects that someone knows the Customer's security information, or when there is a request from the Bank.
  - 6.2.11. Keep The Customer's information and Mobile Devices secure.
  - 6.2.12. Follow all instructions of the Bank regarding keeping confidential information secure.
  - 6.2.13. Once logged in to the HSBC Vietnam App, the Customer must not leave his/her Mobile Device unattended or allow anyone else to use it.
  - 6.2.14. Log out the HSBC Vietnam App when The Customer have finished using the services on the App, in particular not allowing the App to run in the background while The Customer are still logged in (for example, in the event that the Customer is performing multiple tasks at the same time on the Mobile Device or the Customer's Mobile Device is running in parallel with other Applications).
  - 6.2.15. Follow all security measures provided to you by the manufacturer of your mobile device operating system that apply to your use of the HSBC Vietnam app or your mobile device (although you should never disclose your security details to them or information about your accounts with us); and
  - 6.2.16. Have a scan for viruses or other malware.
- 6.3. The Customers must not use the HSBC Vietnam app on any device or operating system that has been modified outside the mobile device or operating system vendor supported or warranted configurations. This includes devices that have been "jail-broken" or "rooted". A jail broken or rooted device means one that has been freed from the limitations imposed on it by The Customers's mobile service provider and the phone manufacturer without their approval. The use of HSBC Vietnam app on a jail broken or rooted device may compromise security and lead to fraudulent transactions. Download and use of the HSBC Vietnam app in a jail broken or rooted device is entirely at The Customers's own risk and the Bank will not be liable for any losses or any other consequences suffered or incurred by The Customers's as a result.
  - 6.4. After the first login, the Bank will not directly contact the Customer or authorize anyone on behalf of the Bank to contact the Customer with a request to disclose The Customer security details in full . If the Customer receives such a request from anyone (even if the other party uses the correct Name and Logo of the Bank and appears with the same identifying characteristics as the Bank itself), this situation may be fraudulent, so the Customer must not provide confidential information to such persons under any circumstances. In addition, the Customer needs to report such requests to the Bank immediately.
  - 6.5. The Customer is responsible for any instructions that he/she or any person authorized by the Customer to use the HSBC Vietnam App or the Mobile Device with The Customer's HSBC Vietnam app logged-on between when The Customer log on to the HSBC Vietnam app until The Customer log off the HSBC Vietnam app.
  - 6.6. The Customer is responsible for ensuring that the information displayed or stored on the Customer's Mobile Device is kept confidential at all times.
  - 6.7. The Customer must immediately notify the Bank when the Customer changes the mobile phone number.



- 6.8. If The Customer enable the use of Biometric Data on the HSBC Vietnam App and use such Biometric Data to log in to the HSBC Vietnam App (on compatible devices only), The Customer must ensure that only The Customer's Biometric Data is registered on the device.
- 6.9. The Customer shall be responsible for any payments made from his/her account even if not made by the Customer or a person authorised by the Customer if:
- 6.9.1. failing to keep Mobile Devices and confidential information secure;
  - 6.9.2. failing to comply with the preventive measures requested by the Bank from time to time as prescribed in the HSBC Vietnam app Terms and Conditions; or
  - 6.9.3. activate biometric data authentication on the HSBC Vietnam Mobile Device and App where, in addition to the Customer's Biometric Data, the biometric data of another person is stored.
- 6.10. The form of notification may include a message, notification displayed when the Customer logs in to the HSBC Vietnam App, by post, via email, via secure electronic message, through the notification displayed on the statement, or through any other form that will be sent to the Customer.
- 6.11. The Customer must notify the Bank immediately if:
- 6.11.1. The Customer know or suspect that someone knows The Customer's confidential information or someone has used or attempted to use The Customer's confidential information; or
  - 6.11.2. Customer's Mobile Device is lost or stolen or expropriated.
- 6.12. The Customer will uninstall the HSBC Vietnam App from his/her Mobile Device when the Customer ceases to use the Services on the HSBC Vietnam App.
- 6.13. The Customer will be required to uninstall the HSBC Vietnam App from his/her Mobile Device if the Customer changes or no longer uses the Mobile Device.

## **7. GENERAL PROVISIONS**

- 7.1. The Bank has the right to amend and supplement the Terms and Conditions. Such amendments and supplements will take effect immediately after the Bank announces on the Bank's official website. The use of the HSBC Vietnam app and HSBC Vietnam app services after the effectiveness of amendment (as provided in our notification) will constitute The Customer's acceptance to be bound by such amended Terms and Conditions. In case the Customer does not agree with any amendment or supplement of the 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 the General Terms and Conditions.
- 7.2. The HSBC Vietnam app Terms and Conditions are made in Vietnamese and English. In the event of any discrepancy between the English version and the Vietnamese version, the Vietnamese version shall prevail.