

## **ONLINE BILL PAYMENT SERVICE TERMS AND CONDITIONS**

The Online Bill Payment Service Terms and Conditions ("**Terms and Conditions**") set forth and explain the responsibilities and obligations of the Customer and HSBC Bank (Vietnam) Limited (the "**Bank**", "**HSBC**") in relation to the use of the Online Bill Payment Service. These Terms and Conditions are effective from 01/07/2024.

### **Definitions**

**Online Bill Payment Service** is a service provided by the Bank to customers to use to pay bills and telecommunications services. Online Bill Payment Service includes Pay Now and AutoPay. The scope of online bill payment includes:

- Payment of bills issued by designated Service Providers to the Customer, including but not limited to bills such as: Electricity, water, TV, cable, internet bills, etc.
- Telecommunications service payments include phone top-ups for prepaid mobile subscribers, postpaid mobile subscribers and payment of other telecommunications bills.
- Top-up mobile card service provided by third parties. A list of third parties providers posted and updated at this [link](#) from time to time.

**Pay Now Bill Payment ("Pay Now")** is a service where the Customer instructs and authorizes the Bank to make a one-time bill payment right at the time the Customer confirms the bill payment on the Online Channels.

**Online channel** include HSBC Internet Banking and HSBC Vietnam App.

**Auto Pay Bill Payment ("AutoPay")** is the service that the Customer authorizes the Bank to process automatic bill payment(s), whereby the Customer will register the service on the HSBC Online Banking or HSBC Vietnam application (01) once, to authorize the Bank to automatically process the bill payment from the Customer's registered Account or Credit Card according to the information returned by the Service Provider without any prior notification to Customer.

**Service Providers** are legally established businesses and organizations that are entitled to provide goods and services, accept payments from Customers through the Online Bill Payment Service, including but not limited to service providers such as: electricity, water, internet, television, telephone and other services.

**Client Code** is the Service Provider's unique identifier. This code will be displayed on the invoice issued by the Service Provider.

**Bill Payment Amount** means the amount paid by the Customer to the Service Provider through the Online Bill Payment Service through the Online Channel.

**Transaction Date** is the date and time when the invoice payment transaction is recorded on the Bank's system.

**Credit Card** is HSBC Credit Card.

## **1. Scope of Application**

1.1. The use of the Online Bill Payment Service on the HSBC Vietnam App and Internet Banking is subject to the following terms and conditions together with the amendments and supplements thereto, including:

1.1.1. HSBC General Terms and Conditions; or Premier Master Account Terms and Conditions; and

1.1.2. HSBC Internet Banking Terms and Conditions; and

1.1.3. Terms and conditions of HSBC Vietnam app; and

1.1.4. HSBC's Consumer Data Protection Rules; and

1.1.5. 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

1.1.6. 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 form an agreement and complete explanation for the Services provided by the Bank to the Customer.

1.2. Definitions or terms not mentioned in these Terms and Conditions shall be read and construed in accordance with the General Terms and Conditions, the Premier Master Account Terms and Conditions.

1.3. In the event of any conflict or discrepancy between any provision of these Terms and Conditions and the terms of any other agreement on services, products, business relationship, Card or other agreement between the Customer and HSBC or the General Terms and Conditions, the use of the Internet Banking Services shall be deemed to be the provisions of these Terms and Conditions shall prevail.

## **2. Customer Responsibilities**

2.1. Provide full and accurate information as required by the Bank when using the Online Bill Payment Service including but not limited to information such as: Service to be paid, Provider, Client Code. Invoice payment transactions provided by the Customer with incorrect invoice information will not be refunded.

2.2. Check the information related to the invoice to be paid before confirming the payment, including but not limited to the information displayed after Client Code the Customer queries

- the invoice: Customer's full name, address, phone number, amount to be paid, Client Code, Service Providers, etc. If there is a discrepancy, the Customer needs to contact the Service Provider to check the information and provide the correct information to the Bank again. The Bank is not responsible for the transactions that the Bank has carried out according to the information provided by the Customer but the information is wrong, incomplete or inaccurate or confusing.
- 2.3. In case the Customer pays the same/overpayment for the same invoice, the Customer is responsible for contacting the Service Provider to receive the difference payment (if any).
  - 2.4. For the purpose of reconciliation of transactions between the Bank and the Service Provider, the Customer agree that the Bank has the right to take the initiative in displaying and sharing information related to the Customer's bill payment transaction depending on the information recorded on the HSBC system or information received from the Service Provider depending on the information recorded on the HSBC system or the information received from the Service Provider. from time to time, including but not limited to the name of the Service Provider, the type of service the Customer uses, the transaction code, the address, the Customer's full name, Client Code, the telephone number and other information related to the Online Bill Payment Service.
  - 2.5. For Pay Now:
    - 2.5.1. When Customers use the Top-up mobile card service provided by third party, Customer responsible for ensuring the security of the Top-up mobile card provided after payment is completed and responsible for any damage or misuse related to the Top-up mobile card if it is stolen, lost, or taken advantage of. In case of using a phone card with an error, the Customer needs to actively contact a third party to be resolved.
    - 2.5.2. Authorize the Bank debit from Customer's Account or Credit Card to pay the Service Provider. The Account or Credit Card will be selected by the Customer when making the payment request.
  - 2.6. For AutoPay:
    - 2.6.1. The Customer understands and agrees that: Once the request for registration for the AutoPay is completed on the Online Channel and approved by the Bank, the AutoPay will take effect immediately until the registration is successfully canceled according to the procedures prescribed by the Bank. All information related to the registered content will not be amended, adjusted or updated after registration and approval by the Bank. In the event that the Customer wishes to adjust any information in the application for the AutoPay after the registration has been completed and approved by the Bank, the Customer must actively cancel the registration on Internet Banking and re-register with the new information via Online Channel.
    - 2.6.2. The AutoPay Bill Payment Service Registration will take effect immediately up on the Bank's confirmation of the successful Registration request on Online Channel.

- 2.6.3. The cancellation request will take effect immediately upon the Bank's successful cancellation request on HSBC Internet Banking.
- 2.6.4. The Customer confirms and authorizes the Bank automatically debit from Customer's Account or Credit Card, which has been selected and specified for the AutoPay Bill Payment Service in registered information on HSBC Online Banking or HSBC Vietnam application to make payment to the Service Provider according to the registered Service without any prior notification to Customer.
- 2.6.5. Always ensure to arrange to maintain sufficient available balance in the Account or Credit Card that the Customer has designated for the Bank to execute the payment order. The Bank will not be responsible for any risk loss arising from the lack of available balance on the Customer's Account or Credit Card for bill payment.
- 2.6.6. The Customer is obliged to coordinate with the Bank in checking and validating the AutoPay Bill Payment transactions at the request of the Bank or the Service Provider and is fully responsible for the information provided.
- 2.6.7. At the time the Bank processes the invoice payment transaction automatically, if:
  - (a) The Account or Credit Card designated for the AutoPay does not have sufficient available balance; and/or
  - (b) The account or Credit Card designated for the AutoPay is in a canceled/closed/inactive status; and/or
  - (c) outside the daily transaction limit as per Bank's regulation

The Bank will not process to make payment for the registered Service on that day, and the Bank will not be responsible for any losses incurred by the Customer arising from the failure to make timely payments to the Service Provider. The Bank will continue to process invoice payment transactions according to the Customer's registration for the Automatic Bill Payment Service every day in the following days and will only stop when the invoice registered for the Automatic Invoice Payment Service is successfully paid or no longer owes information from the Service Provider.
- 2.6.8. Customers are responsible for proactively making cancellation request of the AutoPay on HSBC Internet Banking
  - (a) Before the Customer submits a Card/Account Cancellation request; or
  - (b) The Customer has a Credit Card or Account that is in the process of being cancelled by the Bank or required by the Bank to close the Card.
- 2.6.9. After successful Registration to the Service for a registered bill with certain Client Code and Service Provider, Customer cannot cancel, deny, repudiate, interfere, change, adjust, delay, reject any bill payment transactions processed by the Bank following the information that Customer has registered for AutoPay Bill Payment Service, until

Customer successfully make the Cancellation request to the registered bill payment of the Service following the prescribed procedures of Cancellation by the Bank.

- 2.7. Fully pay the fees related to the Service (if any) prescribed by the Bank from time to time. The fee schedule is posted on the [www.hsbc.com.vn](http://www.hsbc.com.vn) website.
- 2.8. Do not make a payment request when the payment designated account has been settled, closed, blocked or subjected to criminal investigation in any form. The bill payment request will be canceled and/or considered unsuccessful.
- 2.9. When the Customer requests the Bank to pay the bill by debit from the Customer's Account, the Customer, in any case, needs to ensure that the balance of the arrangement has sufficient funds available in the corresponding Account for such 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.
- 2.10. Customer warrants that Customer will be responsible for timely payment of its invoices to the relevant Service Provider requested (if any). The Bank will not be responsible for the continuity of the Service from the Service Provider if the discontinuation of the service is due to the Customer's delay in payment.
- 2.11. The Customer will, at its own expense, directly address with the relevant Service Provider, when possible, any questions, complaints or disputes relating to the payment of invoices to such Service Provider, or matters relating to the Customer's request for a refund or the refund of such Service Provider to the Client. If the Bank is not at fault, the Bank will not be responsible for resolving any dispute between the Customer and the Service Provider, such as disputes over late payment of invoices and/or interest, fees and charges imposed by the relevant Service Provider.

### **3. Responsibilities of banks**

- 3.1. The Bank will send a notification once (01) time by email that the Customer has registered with the Bank to notify the status of the Bill Payment has been processed successfully or failed.
- 3.2. In case the transaction is in the status of "in the process of processing", the Bank will send a notice to the Customer through the Customer's email registered with the Bank to notify the status of the automatic debit that has not been completed.
- 3.3. The Bank will endeavour to ensure that the information provided to the Customer via the Online Bill Payment Service is accurate according to the Bank's system recorded from the Service Provider. However, due to the nature of the Online Bill Payment Service and

circumstances beyond the Bank's control, the Bank does not warrant, in any case that all information is accurate and error-free.

- 3.4. The Bank has the right to be proactive in displaying information related to the Customer's bill payment transaction depending on the information recorded on the Bank's system or received from the Service Provider from time to time, including but not limited to the name of the Service Provider, type of service used by the Customer, transaction code, contact address, full name of the Customer, telephone number and other information related to the Service on the Online Channel.
- 3.5. The Bank is not responsible for any verification of the information about the Bill Payment returned by the Service Provider to the Bank or/and for the delay in payment due to the Bank not receiving the Bill Payment information from the Service Provider or the Service Provider's system has a malfunction or Force Breaking Event. Resist.
- 3.6. For AutoPay:
  - 3.6.1. Upon the Customer's request, the Bank will make an automatic debit to the Account or Credit Card designated by the Customer when registering for the AutoPay to make payment for monthly Bill Payments according to the information and content that the Customer has registered and approved by the Bank along with the expenses fees incurred in connection with the AutoPay (if any) without prior notice to the Customer. The amount of automatic debits to the Account depends on the Bill Payment information returned by the Service Provider to the Bank.
  - 3.6.2. The Bank has the right not to process the request for AutoPay when the designated Account has been settled, closed, blocked and other actions at the request of competent state agencies. In this case, the Bank will not process the payment of the Bill Payment and the Bank will automatically cancel the AutoPay.
- 3.7. The Bank is not responsible for any damages that may arise from the inability to cancel, modify, delay the execution of the Customer's invoice payment orders once the invoice payment requests have been fulfilled.
- 3.8. The Bank is not responsible for any damages incurred without the exception of objective and subjective factors or not due to the Bank's fault from the difference between the Transaction Date and the Effective Date, the Bank's public holidays or legal regulations, between the working hours of the day, between the recording time between systems (including between the Bank's internal systems and between the Bank's system and the Service Provider's system), related programs, applications or system failures.
- 3.9. Debiting the Customer's Account with the value of all Bill Payments and fees related to the Online Bill Payment Service (if any) according to the fee schedule prescribed by the Bank from time to time.

#### **4. Transaction Processing Time**

#### 4.1. For Pay Now:

- 4.1.1. The time to process a Pay Now transaction is 05 (five) Working Days from the time the Bank records the transaction of the Customer's bill and the transaction is confirmed to be accepted by the Bank. Transaction requests sent initiated by the Client do not mean that the transactions have been successfully processed by the Bank at that time. The Bank will only debit the Account/Credit Card after the Bank has checked the available balance and the operating status of the Account/Credit Card that has been recorded by the HSBC system.
- 4.1.2. The Bank will refund the amount deducted from the Account or Credit Card to the corresponding Account or Credit Card to the Customer within a maximum of 05 (five) Working Days if there is an error in failing to pay the bill.

#### 4.2. For AutoPay:

- 4.2.1. The Bank performs an automatic invoice scanning cycle to check the Bill Payment (if any) according to the Customer's information that the Customer has registered to use the AutoPay once (01) time on each Business Day, starting from the date the Customer registers for the AutoPay in the Online Channel and the registration is recorded as successful on the Bank's system.
- 4.2.2. Successful AutoPay Subscription requests from the Customer do not mean that the payment transactions have been recorded and processed by the Bank. The Bank will only debit the Account/Credit Card as specified in these Terms and Conditions after the Bank has checked the available balance and the operating status of the Account that has been recorded by the system.
- 4.2.3. The Bank will refund the amount deducted from the Account to the Debit Account to the Customer within the next 05 (five) Business Days if the payment transaction fails according to the record returned from the Provider.

## **5. AMENDMENTS AND SUPPLEMENTS**

The Bank reserves the right to amend and supplement the Terms and Conditions of Online Bill Payment Service. 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 Online Bill Payment Service (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 Bill Payment Service, 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 Terms and these Online Bill Payment Service Conditions.