

TERMS AND CONDITIONS HSBC CREDIT CARD AUTOBILL PAYMENT PROGRAMME

- 1. HSBC Credit Card Auto Bill Payment Programme (the "**Programme**") of HSBC Bank (Vietnam) Ltd. ("**HSBC**") is an automated payment facility that allows HSBC credit cardholders ("**Cardholder**") to settle periodic bill/s of accredited service providers ("**Service Provider**") through their HSBC credit card (the "**Card**").
- 2. To enroll in the Programme, the Cardholder must accomplish and sign HSBC Credit Card Auto Bill Payment Programme Registration Form (the "**Registration Form**") and submit it to HSBC.
- 3. The period of process of Registration Form shall depend on each Service Provider. HSBC and the Service Provider shall be entitled to approve or reject Registration Form without the obligation to notify the reason for such reject to Cardholder.
- 4. Upon successful enrolling the Programme, HSBC shall automatically debit the credit card account indicated on the Registration Form for payment of the applicable periodic bill/s.
- 5. The Cardholder agrees that, once Cardholder has successfully enrolled the periodic bill payment in the Programme, Cardholder shall rely exclusively in the Programme for the regular bill payment to the Service Providers. Cardholder shall not make any payment of said bill through any other means, including but not limited to direct payment to the Service Provider, except in cases where the auto-charge transaction has been rejected or his/her enrollment in the Programme is cancelled for any reason. HSBC shall not be liable to the Cardholder in the event of double payment resulting from the Cardholder making payment of the bill through any other means.
- 6. The Cardholder is solely responsible for ensuring that he/she has sufficient credit limit and that his/her Card is in good standing at the time of auto-charging.
- 7. HSBC shall have the absolute discretion to decline, reject or cancel any auto-charge transaction without the obligation to notify the Cardholder on grounds such as: overdue balance, suspended or closed Card or Card is in past due status, Cardholder's cancellation

of his/her enrollment, and cancellation of Card. In such cases, HSBC shall not be liable for any damage that the Cardholder may suffer, directly or indirectly, by reason of such rejection or cancellation. The Cardholder shall be responsible for settling his/her bill directly with the Service Provider.

- 8. An overlimit fee as mentioned in HSBC Credit Card Fees and Charges will be applied in case the posting of bill payment exceed the credit limit.
- 9. HSBC shall not be liable for any dispute on billings, provided that the amount posted in the Cardholder's account is the same as that indicated in the billing information provided by the Service Provider.
- 10. Bill payment transactions shall form part of the Cardholder's total amount due for the month. If the Cardholder revolves any portion of the total amount due, the bill payment transaction shall be included in the computation of interest charges for that month.
- 11. The Cardholder shall notify HSBC should he/she decide to cancel any or all enrolled periodic bills under the Programme. HSBC will process the cancellation within five (5) working days from the date of receipt of such notification.
- 12. Cancellation, termination or suspension of the enrolled Card shall automatically result in the cancellation, termination or suspension of the Cardholder's enrollment in the Programme.
- 13. Cardholders may re-enroll their cancelled enrollment by submitting a new Registration Form.
- 14. In case of lost, stolen or replaced Cards, the enrollment shall be automatically applied to the replacement Card, if any. If no replacement Card is issued for the lost or stolen Card, the Cardholder's enrollment shall be automatically terminated without need for prior notification of such termination to the Cardholder. In all cases not covered by this provision, any change in the Card number shall result in the automatic termination of the Card's enrollment in the Programme and will require a new enrollment by the Cardholder.
- 15. HSBC shall inform the Cardholder in case the Contract for Participation in HSBC Credit Card Auto Bill Payment between HSBC and a Service Provider is terminated. It is understood that the obligation of HSBC to process periodic bill/s under the Programme shall automatically cease upon termination of said agreement.

- 16. The above Terms and Conditions may be amended and supplemented by HSBC from time to time.
- 17. These Terms and Conditions shall apply for the auto bill payment through Cardholder's credit card account and the Cardholder will continue to be bound by the terms and conditions of the HSBC Credit Card Cardholder Agreement and any other agreements that the Cardholder has with HSBC.
- 18. In the event of inconsistency between the HSBC Credit Card Cardholder Agreement and this Terms and Conditions, this Terms and Conditions shall prevail in so far as it applies to the auto bill payment through HSBC credit card.