

TERMS AND CONDITIONS OF BILL PAYMENT SERVICE

(Applicable for customers being individual of HSBC Bank (Vietnam) Ltd.)

Important Note! Please carefully read these Terms and Conditions before using Bill Payment Service (“Service”). By using the Service, it is understood that the Customer has read and accepted the following terms and conditions and shall be bound by them.

1. Definitions

- 1.1 “The Bank” or “HSBC” means HSBC Bank (Vietnam) Ltd., and its branches and transaction offices.
- 1.2 “Account” means Current Account/ Savings Account or Credit Card Account that the Customer holds with the Bank from time to time. The expression “Account” includes “Accounts” where appropriate.
- 1.3 “Account Holder” means the person who opens the Account as mentioned in the Account Opening Form or Credit Card Application. The expression “Account Holder” includes “Account Holders” where appropriate.
- 1.4 “Credit Card” means credit card issued by the Bank to Customer.
- 1.5 “Credit Card Account” means the account generated, based on the issuance of Credit Card.
- 1.6 “Business Day” means any day on which the Bank opens for business.
- 1.7 “Customer” means the Account Holder and/or person who uses the Bank’s Services.
- 1.8 “Bill Payment Service” (“Service”) means the service provided by the Bank for Customer to perform bill payment(s) provided by designated service providers (“Service Provider”)
- 1.9 “Service Provider” are legal entities that are legally established and authorized to provide goods and public services that accept payments from Customers through the Service, including but not limited to electricity, water, internet, television, phone and other services.
- 1.10 “Bill Payment Amount” means the amount paid by Customer to Service Provider through HSBC Online/ Mobile Banking.

2. Applicable Terms

- 2.1 When using the Service, the Customer must accept these Terms and Conditions and other applicable terms posted on www.hsbc.com.vn, including but not limited to:
- HSBC General Terms and Conditions and Appendices;
 - HSBC Debit Card General Terms and Conditions;
 - HSBC Premier Master Account Terms and Conditions (applied for Premier customers);
 - HSBC Credit Card Cardholder Agreement.
- 2.2 If these terms and conditions are inconsistent with other applicable terms and conditions, these Terms and Conditions of Bill Payment Service shall be applied.

3. Customer's Rights and Obligations

3.1 Customer's Rights

- Use the Service in accordance with these Terms and Conditions.
- Complain about errors, violations (if any) arising in the process of using the Service in accordance with the law.
- Other rights in accordance with these Terms and Conditions and regulations related to law.

3.2 Customer's Obligations

- Provide sufficient and accurate required information while using the Service. HSBC will not be responsible for any reimbursement if the Customer provides inaccurate billing information.
- Check all bill information on the review page before confirming for payment process, including but not limited to Customer's full name, correspondent address, contact detail, Bill Payment Amount, client code, Service Provider name. If there is any mismatch, Customer should immediately contact the Service Provider to validate the information.
- Authorize the Bank to display and share billing information of the Customer, subject to information recorded in HSBC systems from time to time, including but not limited to Service Provider name, service type, client code, transaction reference number, correspondent address, Customer's full name, Customer's mobile phone number and other information related to the Service.

- Authorize the Bank debit from Customer's Account to make payment to Service Provider. The Account will be selected by Customer.
- Pay for fees related to the Service (if any) as regulated by the Bank from time to time. Tariff is posted on www.hsbc.com.vn.
- Do not make payment with the Account which has been closed, blocked or suspended. Payment request will be canceled and/ or considered unsuccessful.
- Ensure there are sufficient funds on relevant Account at point of making payment including invoice amount and service fee (if any). HSBC shall not be liable for any consequence arising from or in connection with any instructions not carried out by the Bank due to insufficiency of funds and/or credit facilities.
- Be responsible for punctual payment of your own bills. HSBC will not responsible for the continuity of services provided by Service Provider if Customer makes late payment.
- If any concern or issues arise whilst using services with Service Provider, Customer shall resolve directly with the relevant Service Provider for, where applicable, any query, complaint or dispute in connection with a bill payment made to that Service Provider, or refund requests of Customer or reimbursement from the Service Provider to Customer. The Bank shall not be under any duty to assist in resolving any dispute including, without limitation, disputes concerning late payment of any bill and/or any interest, charges and fees imposed by the relevant Service Provider.

4. The Bank's Rights and Obligation

4.1 Bank's Rights

- Provide customer's data and transaction information to authorized organizations and individuals in accordance with the law.
- Display and share information relating to the bill payment of Customer subject to information recorded in the HSBC system or transferred by Service Provider from time to time, including but no limit such as Service Provider name, service type, client code, transaction reference number, correspondent address, Customer's full name, Customer's mobile phone number and other information related to the Service.

- To be exempt from responsibility for any damages that may arise from the inability to cancel, modify or defer the executed request from the Customer.
- To be exempt from responsibility for any damages occurred subject to the difference between the Dealing Date and the Effective Date, Bank holiday; between operation time, between the time recorded among HSBC systems and/or HSBC system and Service Provider's system or system failure.
- Block / suspend / terminate / refuse Customer's request in accordance with these Terms and Conditions.
- Debit Customer's Account with the value of Bill Payment Amount and service fees (if any) according to the Bank tariff from time to time.
- Other rights in accordance with these Terms and Conditions and relevant regulations of law.

4.2 Bank's Obligations

- Ensure Customer's rights in accordance with these Terms and Conditions.
- Settle Customer inquiries and complaints related to the Service usage according to the Bank's regulation from time to time.
- Attempt to provide to Customer the most accurate information provided by the Service Provider which is recorded in the Bank system. However, due to the nature of the Service, the Bank does not guarantee, in any case, that all information is correct and error-free.
- Other responsibilities in accordance with these Terms and Conditions and relevant regulations of law.

5. Processing Time

- 5.1 Customer's bill payment request is considered valid when the Bank acknowledges and records that request on the Bank system. A bill payment request initiated by the Customer does not mean that the transaction has been recorded and processed by the Bank. The Bank will only initiate a debit after checking the available balance in Customer's Account/ Credit Card.
- 5.2 In case the payment cannot be proceed, Bank will refund the equivalent amount to Customer's Account within 05 (five) business days, which is debited to customer's Account or Credit Card.

5.3 In case of any queries, complaints, customers must contact HSBC within 60 (sixty) days from the transaction date. The Bank will refund if the dispute is genuine, otherwise, Bank will notify the Customer in detail.

6. Complaint and Dispute

In case of any queries or complaints, Customer should contact HSBC by one of the following contacts for further support:

- Personal Banking customers: (84) 28 37 247 247 (the South) or (84) 24 62 707 707 (the North) from 8:00 am to 10:00 pm daily.
- Premier customers: your Relationship Manager or call (84) 28 37 247 666, operating 24/7
- HSBC Branches, Transaction Offices

7. Amendment to the Terms and Conditions

The Bank reserves the right to amend, supplement any of these General Terms and Conditions from time to time as it deems appropriate in its absolute discretion. Such amendments, supplements will take effect upon the Bank giving notification to the Customer by using means of notification as the Bank shall deem appropriate (including but not limited to display in premises of the Bank or any of its offices, or on Account/ Credit Card Statements, or on the Bank's website or by such other method as the Bank may decide). The use of the Service after the effective date of amendments, supplements (as provided in the Bank's notification) will constitute the acceptance of the Customer.

8. Governing Law

8.1 These Terms and Conditions is governed by Vietnamese laws.

8.2 Any dispute between the Customer and the Bank arising out of or in connection with these terms and conditions shall be resolved through negotiation and conciliation. In case of unsuccessful conciliation, it will be settled by competent courts of Vietnam.