

**HSBC BANK (VIETNAM) LTD.**

**PREMIER MASTER ACCOUNT  
TERMS AND CONDITIONS**



[www.hsbc.com.vn](http://www.hsbc.com.vn)

Issued by HSBC Bank (Vietnam) Ltd.

The Metropolitan – 235 Dong Khoi, District 1, Ben Nghe Ward,  
Ho Chi Minh City

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Issued by HSBC Bank (Viet Nam) Ltd.

**Premier Master Account Terms and Conditions**

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## Premier Master Account Terms and Conditions

The following Master Account Terms and Conditions (which may be amended from time to time by the HSBC Bank (Vietnam) Ltd. (“Bank”) at its sole discretion) apply to Premier Master Account and Services provided by the Bank and any other Accounts opened or to be opened under Premier Master Account with the Bank, including any branches and transaction offices. Copies of such Terms and Conditions shall be provided by the Bank upon request. The Customer agrees to be bound by the following Terms and Conditions:

### 1. Definitions:

- 1.1 **“Account”** means each account opened or to be opened by the Customer under/ including the Master Account and provided for in the Premier Master Terms and Conditions. Where the context requires, “Account” includes “Master Account” or “Accounts” where appropriate.
- 1.2 **“Master Account”** means the Account maintained by the Customer with the Bank including, where the context requires, a reference to any and each of the Accounts opened under the Master Account.
- 1.3 **“Account Holder”** means the person who opens the Account as mentioned in the Account Opening Form. The expression “Account Holder” includes “Account Holders” where appropriate.
- 1.4 **“Amounts Owing”** means all amounts owed by the Customer to the Bank and any HSBC Group member whether in connection with an Account, other credit facility or any other reason from time to time and the costs incurred to collect Amounts Owing.
- 1.5 **“Authorised Signatory”** means, for each Account or Service as provided by the Bank, the individual designated and whose signature has been registered by the Customer with the Bank via a mandate of account operation and banking services (the “Mandate”) or equivalent (as supplemented or amended from time to time) as a person who is authorised to give Instructions and/or otherwise conduct banking activities on the Customer's behalf.
- 1.6 **“Bank”** or **“HSBC”** means HSBC Bank (Vietnam) Ltd. and its branches and transaction offices.
- 1.7 **“HSBC Group”** means HSBC Holdings plc, and/or any of its affiliates, subsidiaries, associated entities and any of their branches and offices, and “any member of the HSBC Group” has the same meaning.
- 1.8 **“Business Day”** means any day on which the Bank is opened for business.
- 1.9 **“Consolidated Statement of Account”** means a Consolidated Statement relating to the Services, the Accounts, the Tier and/or such other Information as may be determined by the Bank from time to time and further includes a statement consolidating information for more than one of the Customer's Accounts.
- 1.10 **“Sending SMS Notification Services”** means a service that Customer registers with the Bank, the Bank send an SMS notification to Customer for notice of transaction(s) pertaining to Customer's Account and Premier VISA Platinum Debit Cards. This SMS notification is sent to phone number that Customer registered with the Bank.
- 1.11 **“Customer(s)”** means the holder(s) of a Master Account and/or person who uses the Bank's Service.
- 1.12 **“E-Banking”** means all present and future services offered directly or indirectly by the Bank or HSBC Group through any Access Terminal or other transactional, communication or information system, including all Internet or telephone banking and all other electronic or automated services.
- 1.13 **“Access Terminal”** means any device, including without limitation a computer, telephone or ATM/POS terminal, used by the Customer to access to an Account and/or to use the Bank's Services.
- 1.14 **“Features”** means the Services, rewards, benefits, privileges and the like that a Customer is able to enjoy under and/or in connection with a Tier.
- 1.15 **“HSBC Premier”** is one of the Tiers made available by the Bank to eligible Customers.
- 1.16 **“HSBC Premier Emergency Services”** means such emergency services offered to an HSBC Premier Customer from time to time the Services which are provided by the Bank and/or MasterCard International and its appointed agent/third party service provider and which may include instant lost or stolen card reporting, replacement card delivery on the next day and emergency cash disbursement.

- 1.17 “Instructions”** means any instructions in writing or in any other forms (corresponding with each specific banking service) provided or purportedly provided by the Customer, including but not limited to instructions from an Authorised Signatory and received by the Bank directly or indirectly, via electronic means, telephone or other communication channel or device.
- 1.18 “Instrument”** means any bill of exchange, promissory note, cheque, cash, note, bank drafts or other order for payment of money, negotiable instrument, payment remittance or other valuable items or instruments that the Bank issues, negotiates, pays or processes on Customer's behalf or that the Bank takes from the Customer for deposit or for discount, collection or acceptance or as collateral security.
- 1.19 Joint Account Holder”** means Account Holder(s) of Joint Account as specified in Article 10 herein.
- 1.20 “Services”** means any one or more of the services made available to the Customer under the Master Account and/or a Tier at any time and from time to time including without limitation credit facilities, Investment Services and Account services.
- 1.21 “Tier”** means a tier designated by the Bank and allocated to a Customer which allows the Customer to enjoy certain Features under and/or in connection with the Master Account.
- 1.22 “Transaction Record”** means a written or electronic record of activity or information pertaining to an Account or Instruction which may be issued by the Bank and includes without limitation, all Consolidated Statements of Account, receipts, SMS notification, transaction records or confirmations generated by the Bank.

## 2. Use of Accounts/Services

- 2.1** The Customer agrees to use each Account and Services in accordance with this Premier Master Account Terms and Conditions, any supplemental agreement or service guide or manual issued by the Bank from time to time. and only for lawful purposes, including making regular, periodical payments upon Customer’s request and other lawful purposes in accordance with the laws or as agreed by the Customer and the Bank. Customer shall not use the Account for business activities, or for the purpose other than agreed herein or impermissible by the applicable law, the HSBC Group or any international

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treaties and conventions that the Bank must to comply with. The Bank reserves the right to investigate illegal or improper use of any Account and Services and may, without notice, close an Account, suspend Account activity or otherwise limit or cancel the Services to ensure compliance with this **Premier Master Account Terms and Conditions, such supplemental agreement or service guide or user manual** or any applicable laws.

- 2.2** (a) Where HSBC Premier Emergency Services are provided to the Customer, the Customer agrees to be bound by the Terms and Conditions upon which the services provided by MasterCard International under HSBC Premier Emergency Services are offered and provided.
- (b) The Customer agrees (without prejudice to the Bank’s rights under this section) to the transfer and disclosure of any information which the Bank may have from time to time relating to the Customer, HSBC Premier and the Master Account to MasterCard International (as the case may be), their respective agents and third party service providers for the purposes of providing HSBC Premier Emergency Services (as the case may be) to the Customer.
- (c) The services provided under HSBC Premier Emergency Services are supplied by MasterCard International, its agents and third party service providers appointed by MasterCard International. Accordingly, the Bank shall not be liable in any way for any actions, claims, loss, damage or liability of any nature arising out of any act or omission of MasterCard International or any of its agents or of such third party service providers or generally in relation to HSBC Premier Emergency Service.
- 2.3** The Customer as beneficiary of any standing instruction agrees that any credit to an account pursuant to a standing instruction is subject to final payment by the transferor and the Bank reserves the right, and the Customer authorises the Bank, to reverse such credit if the standing instruction is subsequently returned unpaid due to condition of the transferor’s account (e.g. insufficient funds in the transferor’s account).
- 2.4** Where the Customer has set up a direct debit authorisation on an Account and no transaction is performed under such authorisation for a continuous period of 24 (twenty-four) months, the Bank reserves the right to cancel the direct debit arrangement without prior notice to the Customer, even though the authorisation has not expired or there is no expiry date for the authorisation.
- 2.5** An inward remittance (whether in VND or in any other currencies) to an Account may not be credited to the Account on the same day if the related

payment advice is not received by the Bank before the relevant cut-off times set by the Bank from time to time. No interest will accrue on any inward remittance before the funds are actually credited into the Account.

**2.6** The Bank shall be entitled to regard any mandate it holds as being suspended in the event of any dispute between a Customer or an authorized signatory. In addition, the Bank reserves the right to suspend the operation of all or any accounts of the Customer until such time the Bank considers it appropriate, if the Bank is of the opinion or has reason to suspect that:

- (a) It holds no valid account mandate; or
- (b) The Customer (other than acting in the capacity of a trustee) is not the true owner of the credit balances or other assets held in the account(s).

**2.7** The Bank shall have the right to pay to the Customer any amount withdrawn from an Account by any one or more of the following methods at the Bank's sole discretion, namely:

- (a) By cash payment in the currency of the Account.
- (b) By issuing to the Customer a cheque drawn by the Bank on any bank payable in the currency of the Account.
- (c) By cash payment in VND, converted (if necessary) from the relevant foreign currency equivalent at the Bank's then prevailing buying rate.

**2.8** The Bank reserves the right to, at any time and from time to time with or without notice or cause, cancel, withdraw, suspend, vary, change, add to, supplement or otherwise any one or more of the Services.

**2.9** Whenever the Customer requests the Bank to effect a telegraphic transfer (TT) whether via the branch offices of the Bank, the Bank's online banking services or other channels or means offered by the Bank at any time and from time to time, the following terms shall apply unless otherwise specified:

- (a) The Bank reserves the right to effect an instruction according to its routing arrangement;
- (b) The Bank is at liberty to send the TT either literally or in cipher and the Bank accepts no responsibility for any loss, delay, error, omission or mutilation which may occur in the transmission of the message or for its misinterpretation when received.

(c) In the absence of specific instructions to the contrary, the TT will be effected in the currency of the country/region in which payment is to be made.

(d) While the Bank will endeavour to give effect to the Customer's requests regarding charges relating to the TT, the Customer understands that the Bank only has discretion regarding its own charges. Where the Customer has requested to pay overseas charges or other bank's charges, the Bank will communicate such request but whether the beneficiary can receive the full amount of the TT will depend on the practice adopted by the correspondent bank and/or beneficiary bank involved, which is beyond the Bank's control and the Bank cannot be held responsible or liable for the same.

(e) The Bank reserves the right to draw the TT on a different place from that specified by the Customer if operational circumstances so require.

(f) Unless there is a specific agreement between the Bank and the Customer on the exchange rate to be applied, the exchange rate to be applied to payment transactions that the Customer makes involving a currency exchange is the rate announced and applied by the Bank at the time the payment is processed. The Customer may view the prevailing exchange rate on the Bank's public website at [www.hsbc.com.vn](http://www.hsbc.com.vn).

(g) If the Customer makes the payment that involves a foreign exchange, and that payment is returned to the Bank, the Bank will convert at the Bank's exchange rate applicable when the Bank receives the returned payment. The Bank is not responsible for any fluctuations in the exchange rate.

(h) Applications received by the Bank's remittances department by the cut-off times as stipulated by the Bank from time to time may not be processed on the same day. Also, processing of the applications will be subject to the availability of the relevant services, including (but not limited to) the availability of clearing system of the currency and country/region of the correspondent and/or destination banks.

(i) If a TT is to be processed on a particular date, this processing date should be clearly specified by the Customer when the TT application is submitted to the Bank unless otherwise specified by the Bank.

(j) Applications for same day value are subject to cut-off times related to the geographical location of the destination and/or the requirements of the

settlement banks. This may mean that the Customer's account will be debited after the instruction/effective day and the Bank will not be responsible for any interest expense or loss as a result.

- (k) The Bank is not responsible to advise the Customer of:
  - (i) Any exchange control or similar restriction which may be imposed by the local laws or regulations in the country/region in which payment is to be effected and shall not be liable for any loss or delay as a result of the payment being subject to such control and restriction. The Customer is strongly advised to make its own enquiries.
  - (ii) Any charges which may be imposed by overseas banks or other banks and shall not be liable if such information cannot be provided.
- (l) Where payment is to be made in favour of a beneficiary not maintaining an account with the Bank or its agent payment by a means other than a TT in accordance with the customary or accepted banking practice in the country/region in which the payment is to be made, the Bank is not responsible to advise the Customer of the use of such other means or for any delay in effecting payment by such means arising from circumstances beyond the control of the Bank or its agent.
- (m) The Bank reserves the right not to accept or otherwise reject an application for a TT without giving reasons.
- (n) Where the Bank has accepted a TT application, it reserves the right not to process the TT if it is of the opinion that the information given is incorrect, incomplete or is not sufficiently clear, or the processing thereof will be in breach of any applicable laws or regulations. The Bank cannot be held liable for any loss or damage suffered by any person arising out of payment delay, rejection and/or return, or any delay by the Bank in processing the TT or the Bank's decision in not processing the same, where any information given is, in the opinion of the Bank, incorrect, incomplete or is not sufficiently clear or the processing thereof will be in breach of any applicable laws or regulations. The Bank reserves the right to deduct any charges imposed by the receiving bank from the payment amount or any of the Customer's accounts

**2.10** Terms and Conditions are applicable to all Customers when performing any transaction related to foreign currency conversion ("Foreign Exchange Transactions") at The Bank.

2.10.1 "Foreign Exchange Transaction" is defined and subject to these Terms and Conditions as currency exchange transaction that satisfies all of the following conditions:

- (i) is spot trading;
- (ii) the conversion of the foreign currency is (a) pursuant to a specific foreign currency conversion instruction; or (b) arising out of other transactions for which conversion of foreign currency is necessary, required and authorized, including but not limited to payments/instructions/ orders, loan repayment, inward/ outward transactions and service fees, interest rates of the Bank or other related entities and transactions for which the Bank is entitled to automatically perform foreign currency conversions as agreed upon. relevant agreements between the Bank and the Customer, such as credit facility agreements, deposit, etc.
- (iii) has the applicable foreign currency rates announced, listed and / or applied by the Bank at the time payment is made.
- (iv) the Customer acknowledges that the Bank has the right to apply appropriate buying rate for foreign exchange from customers' foreign currency accounts in order to collect banking charges under prevailing HSBC Premier Tariff in Vietnamese Dong on the grounds that the banking charges in Vietnam Dong post foreign exchange conversion will be up to +/- 0.5% of the announced fees.

2.10.2 Foreign Exchange Transaction Agreement: The Bank and the Customer agree that these Terms and Conditions are also a written framework agreement on Foreign Currency Transaction binding both the Bank and the Customer as required from the law on foreign currency transactions.

2.10.3 Denifition

- (i) Contents related to Foreign Exchange Transactions will be displayed, individually or aggregated, at Telegraphic Transfer, payment instructions, credit notice, debit notice, account balance, etc. is related to the transaction where Foreign Exchange

Transactions arise ("Transaction Notices"). Transaction Notice, depending on the case and depending on the relevant transaction, will be in writing and / or generated from the Bank's system without the Bank's signature.

(ii) In addition to the content specified in the Transaction Notice (if any), Customer hereby agrees that the contents relating to Foreign Exchange Transactions will have the following meanings:

- (a) **'Names of the parties'**: means Bank and Customer as the buyer or seller of foreign currency in Foreign Exchange Transaction.
- (b) **'Date of transaction'**: (regardless of different terms in each context and document type) means the date on which Bank and Customer establish Foreign Exchange Transaction Agreement. In which case, the product features of Account and/or related service allow Customer to submit request with a future effective date, date of transaction will be the effective date stated on Customer's request.
- (c) **'Currencies of the transaction'**: means the buying and selling currency for the Foreign Exchange Transaction.
- (d) **'Quantity of the foreign currencies'**: means the amount of foreign currency converted through Foreign Exchange Transactions.
- (e) **'Payment dates'**: (regardless of different terms in each context and document type) means the date on which Bank perform foreign currency conversion. In case the payment date is weekends/ public holiday or Tet holiday, the payment date can be transferred to the next working day.
- (f) **'Exchange rate'**: means the foreign currency rate announced, listed by the Bank and/or applied to a Foreign Exchange Transaction at the time the payment or conversion of foreign currency is performed.

### 3. Acceptance of Instructions

3.1. The Customer agrees to do all things necessary to ensure that each Authorised Signatory is at all times duly appointed and properly authorised to give all Instructions issued by them. The Customer hereby directs the Bank to accept and rely upon all Instructions that reasonably appear, or the Bank believes to have come from an Authorised Signatory as valid, duly authorised and

binding upon the Customer for the direction of the Accounts and carrying out any transactions with the Bank. Notwithstanding the foresaid agreement of this Article, the Bank reserves the right to refuse any electronic means or telephone Instructions in its sole discretion.

- 3.2. The Bank shall have the right to refuse to comply with any Instruction given to it by the Customer until the Bank is satisfied that the Instruction is in compliance with the laws of Vietnam and the Bank's requirements.
- 3.3. Any changes in relation to the operation of the Account shall be effective 3 (three) Business Day after the Bank's receipt of written Instruction(s) and other supporting documents if needed from the Customer.

### 4. Instruction of Stop Payment

- 4.1 The Bank will endeavour to effect Instructions to cancel any payment provided that:
  - 4.1.1 The Instructions shall be in writing and notice of at least 3 (three) Business Days have been given.
  - 4.1.2 The payment is not guaranteed in any way.
  - 4.1.3 The Bank has not already processed the payment instruction; or
  - 4.1.4 The Bank has not advised the beneficiary bank that it will make the payment.
- 4.2 An Instruction to cancel a payment must include the Account number, date, name of payee, amount and currency denomination of the relevant Instrument. Any such Instruction will be effective in accordance with the Bank's practice in force from time to time. The Bank may require that notice be given in the prescribed form of Instruction.
- 4.3 The Customer agrees to indemnify the Bank with respect to all liabilities, expenses, costs, legal fees which the Bank may incur as a result of the cancellation or non-payment of any Instruction. The Customer shall have no claim against the Bank if an Instruction or Instrument is honoured notwithstanding subsequent Instructions to the contrary.
- 4.4 The Customer agrees that a stop payment request may be processed by the Bank without further investigation.

**4.5** The Bank shall only be bound to follow the Instruction once it is authenticated by the Bank and shall not be liable for having followed the unauthenticated Instruction if that Instruction was incorrect, false or unclear.

**4.6** Unless the Bank otherwise agrees, once an Instruction has been given by a Customer, it cannot be cancelled without the consent of the Bank.

## **5. Suspension, Blockade and Closure of Account**

### **5.1 Suspension of Account**

5.1.1 The Bank reserves the right to suspend in whole or in part any credit sums in the Account in the following cases:

- (i) Upon proper written Instruction of the Account Holder or their authorised person;
- (ii) Upon an advance written agreement between the Account Holder and the Bank;
- (iii) If the Account Holder has bad debt(s) or in written off status;
- (iv) When Account(s) has been opened but supporting document(s) for account opening as required by the Bank has not been provided sufficiently by the Customer yet or Customer has not provided updated information as requested by the Bank to manage the Account in accordance with the law, HSBC Group or any international treaties and conventions that the Bank must comply with;
- (v) Upon detection of signs of fraud and violations of laws on payment;
- (vi) Other cases as stipulated by the General Terms and Conditions, including the cases where the Customer fails to provide Customer Information that the Bank reasonably requests as provided at Articles 1.6. c) and 1.6.d) of Annex of the Terms and Conditions;
- (vii) Other cases as stipulated by law.

5.1.2 The suspension of the Account, in case by case basis, shall terminate (i) at the end of the term of the suspension of the Account as agreed between the Customer (or his/her authorized person) and the Bank, or (iii) upon the termination of the events based on which the Bank has

suspended the Account, or otherwise as stipulated by the laws. The Bank may refuse the suspension in accordance with the laws.

### **5.2 Blockage of Account**

5.2.1 The Bank reserves the right to block in whole or in part any credit sums in the Account in the following cases:

- (i) Upon a written decision or request from the competent authorities in accordance with the laws;
- (ii) Upon detection of mistake during the amount transfer. The blocked amount shall not exceed the mistaken amount;
- (iii) There is/are dispute(s) on whole or part on any credit sums in the Account or dispute(s) between Joint Account Holders;
- (iv) Other cases as stipulated by the laws.

5.2.2 The blockade of the Account, as the case maybe, shall terminate (i) at the termination of blockage period; (ii) of events based on which the Bank has blocked the Account, or (iii) upon a decision or request for termination of the blocking by authorised persons in accordance with the stipulations of the laws or (iv) otherwise as stipulated by the laws.

5.2.3 The Bank shall notify Customer by mail or electronic means on that the Account has been blocked in accordance with the laws.

### **5.3 Closure of Account**

5.3.1 The Bank may close any Account and revoke any cheque(s) and/or cheque books in the following circumstances:

- (i) Account has zero (0) balance in six (06) consecutive months;
- (ii) Upon written request of the Account Holder and Account Holder completed all obligations related to the Account;
- (iii) When Customer being individuals is deceased, lost or does not have civil act capacity any longer;
- (iv) In the event that the Customer breaches any law or any of these Premier Master Account Terms and Conditions or any other terms and conditions specific to particular types of Account as determined by the Bank, including but not limited to failing to submit sufficient supporting documents as required by the Bank within 30 (thirty) days as from the date of the Account Opening Form or within a certain period as stipulated by the Bank from

time to time, for (i) opening of Account, and; (ii) for operation of the Account in accordance with these General Terms and Conditions, the applicable laws, international treaties and conventions that the Bank must to comply with;

- (v) The Bank may at any time close any Account in its sole discretion in accordance with the applicable laws, international treaties and conventions that the Bank must to comply with, the contracts and other agreements between HSBC and the Customer from time to time, if any and the Bank will take no responsibility when doing this. In the case of termination of a specific Account, the other Accounts or services shall be governed by the Premier Master Account Terms and Conditions and the provisions of any Mandate(s) pertaining thereto;
- (vi) Other cases as stipulated by these Terms and Conditions, the applicable laws and/or international treaties and conversions for that HSBC must comply with;

The Bank shall notify Customer by mail or electronic means on that the Account has been closed in accordance with the laws. Upon the Account Closure, the remaining balance in the Account (less any banking charges) shall be paid as requested by the Customer or decision of authorized persons in accordance with the stipulations of the laws or by way that is appropriate at the Bank's view.

5.3.2 For reasons of security and to protect the interests of the Customer, the Bank, at its discretion, may suspend the operation of Account in circumstance where there has been no debit transaction on such Account for a 24 (twenty-four) month period ("**Dormant Account**"). The following provisions shall be applicable to Dormant Account:

- (i) In the event that the Dormant Account balance reaches zero and no Instruction or notice from Customer is received by the Bank following 30 (thirty) days as from the date of the Bank's notice on Dormant Account, the Bank shall close Dormant Account;
- (ii) The Customer agrees that the Bank reserves the right to suspend the issuance of Statement of Account for that Dormant Account and a charge over the Dormant Account will be applied as per the Bank's Tariff until the Bank receives further valid Instructions

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from the Customer to reactivate the account. This is pursuant to the Bank's policy on suppressing statements in cycles where no transactions take place;

- (iii) If there is no debit transaction through Dormant Account for 12 (twelve) subsequent months, the Dormant Account shall be identified as "**Unclaimed Account**". The Bank shall remain suspended and a charge over the Unclaimed Account will be applied as per the Bank's tariff from time to time until the account balance reaches zero and then such Unclaimed Account will be automatically closed without any further notice.

5.3.3 The termination of a Master Account shall for all purposes terminate the Tier and all the Features that the Customer enjoys under or in connection with that Master Account as a result of the Tier allocation.

5.3.4 For reasons of security and to protect the interests of the Customer, the Bank will close all the account(s) and stop providing existing banking products and services to customers who have no transaction across all products for 24 (twenty-four) consecutive months or more and these accounts are holding a zero balance at the time of closure ("**Dormant Customer with zero balance**")

## 6. Tier

- 6.1 The Bank may from time to time designate one or more Tier(s) with different Features, which may include enhanced services, preferential terms. For preferential interest rates and/or special promotions on other accounts, the Bank may allocate (but without any obligations to do so) a Tier to a Customer holding a current Master Account either at the request of the Customer or at the Bank's sole discretion. Where the Bank allocates a Tier to a Customer, the Bank may at any time and from time to time vary or entirely withdraw the Tier, again, either at the request of the Customer or at the Bank's sole discretion. The allocation or withdrawal of a Tier to or from a Customer or the variation of a Tier so allocated, whether at the request of Customer or at the Bank's sole discretion, will be made with reference to pre-designated criteria, subject to the final decision of the Bank. These criteria may include, without limitation, the value of assets deposited by the Customer with the Bank and/or the amount of credit facilities granted by the Bank to the changes

at the Bank's decision. The most updated criteria and other details concerning the Tiers are available from the Bank upon request.

- 6.2** The Features which may be made available, and the fees and charges which may be imposed, by the Bank in relation to the Master Account may vary by the reference to the Tier and, within the same Tier, may vary by reference to whether the Customer continues to satisfy the prevailing criteria for that Tier. The Bank is also entitled to vary the Features within each Tier at any time and from time to time.
- 6.3** Each Tier may have a set of criteria and/or conditions that the Customer has to fulfil so as to stay in that Tier and/or to enjoy the Features in the Tier. Each Feature may also have certain Terms and Conditions governing the Customer's use and enjoyment of the Feature. Without prejudice to Articles 6.1 and 6.2, following an allocation or variation of a Tier, it shall be the Customer's sole responsibility to ensure that all the prevailing criteria for maintaining that Tier and/or the Terms and Conditions for enjoying the Features in fulfilment of all prevailing criteria with respect to a Tier, or the failure to do so, by a Customer, however, will not in any way affect or prejudice the Bank's overriding right in allocation, changing or withdrawing a Tier.
- 6.4** Whether the Bank exercised its discretion to allocate, vary or withdraw a tier, it will notify the Customer of the same using such means as it shall deem reasonable. All the Features that the Customer enjoys will automatically be granted, terminated or otherwise adjusted unless the Bank shall at its sole discretion decide otherwise and the Bank is not obliged to provide any further notice in connection therewith.
- 6.5** Following a variation of the Tier allocated to a Customer, the applicable provisions these Premier Master Account Terms and Conditions and other terms and conditions governing the use of any Features terminated as a result of the variation of the Tier shall continue to bind the Customer until all obligations and liabilities owing by the Customer to the Bank with respect to such Features have been fully repaid and satisfied. All applicable provisions of these Premier Master Account Terms and Conditions and other terms and conditions governing the use of any new or additional Features that the Customer shall enjoy as a result of the variation of the Tier shall immediately become binding on the Customer.

- 6.6** The Bank cannot be held liable or responsible for any loss incurred by or inconvenience made to a Customer as a result of any allocation or withdrawal of a Tier to or from a Customer or any variation of the Tier so allocated and this shall include, without limitation any loss incurred by or inconvenience made to a Customer as a result of any granting, termination or adjustment of any Features in connection therewith.
- 6.7** Any card or identification issued by the Bank to a Customer to reflect the Tier allocated to the Customer (if applicable) is to facilitate identification of the Customer's Tier only. The Bank's records shall be conclusive as to the Tier allocated to the Customer at any time except for a manifest error.
- 6.8** The withdrawal of a Tier shall not in itself affect the use or operation of the Master Account or the Accounts unless the Bank specifies otherwise.

## **7. Transaction Records and Notification**

- 7.1** Consolidated Statements of Account are sent at monthly intervals or at frequency as requested by the Customer except where no transaction has occurred within the statement cycle date or unless otherwise required by law. The Bank, at its sole discretion, may choose, vary and determine any way that it considers appropriate to send the Consolidated Statements of Account to the Customer including, without limitation to, electronic Statements of Account via E-Banking or to email address(es) that Customer has registered with the Bank.

Particularly:

Account statement will be sent by one of the following channels and priority:

- (i) Via Personal Online Banking service if using this service (Customers receiving statement via Personal Online Banking shall not receive any statement via e-mail and paper)
- (ii) Via above mentioned email (Applicable for customers not using Personal Online Banking and have registered emails with the bank)
- (iii) Via post mail to Customer's Correspondence address (Only applicable in case the two methods above cannot be utilized.)

**7.2** The Customer who registers Sending SMS Notification Service with the Bank, the SMS notification is sent to phone number that Customer registered with the Bank to notify Customer about transaction(s) pertaining to Customer's Account. The Customer acknowledge that there is necessary gap time to upload request, information exchange via SMS. The Bank shall fully receive a right to update, block, amend, stop or suspend any part of Services without responsibility to send advance notification to Customer. The Customer is deemed to be responsible in keeping phone number and alongs devices to connect with Services. The Bank shall not responsible for the circumstances where Customer does not receive the message due to invalid or incorrect telephone number registered with the Bank or due to technical issue of SMS service providers, or otherwise which is not due to the Bank's fault. Phone number is need to registered with the Bank if the Customer finds it as necessary. The Customer agrees that it is Customer's responsible to keep confidential on Transaction Record which is sent to Customer's phone and the Bank shall not liable on any risk of information disclosure due to Transaction Record is sent to Customer's phone by a SMS notification. Customer agrees that the Bank receives a right to impose a fee for this Service on Customer's Account after receiving Service registration from Customer according to prevailing Bank Tariff. This service fee shall be applied annually and shall be collected by deducting the relevant amount on the Cardholder's Account in the month of the Card is issued and is not refundable.

**7.3** The Consolidated Statement of Account may, in addition to information on the Services, the Accounts and the Tier, include such information (as determined by the Bank at its sole discretion) of any other services, products or accounts of the type(s) selected by or relating to the Customer which are maintained with or provided by the Bank (or any of its subsidiaries) from time to time under the same identification documents as the Master Account (regardless of the related correspondence address).

**7.4** The Customer is deemed to have received and be aware of all transactions disclosed on each Transaction Record or Consolidated Statement of Account for the preceding month, whether the Customer actually receives one or not, on the earlier of: the day the Customer receives a Transaction Record or Consolidated Statement of Account; the day on which the Customer becomes aware of facts that reasonably alert them as to the possibility of errors, omissions or irregularities affecting their Account including any fraud or

unauthorised activity; or 15 (fifteen) days after the day on which the Consolidated Statement of Account is delivered by the Bank to the Customer as agreed in the Account Opening Form whether the Customer actually receives a Transaction Record or Consolidated Statement of Account or not. Consolidated Statement of Account shall also be deemed to have been delivered if placed in a Customer's locker box at the Bank in circumstances where such Customer requests the Bank to provide a locker box facility. The Customer will further be deemed to have received a Consolidated Statement of Account after the generation date if they registered for E-Banking provided by the Bank from time to time subject to relevant regulations set out by the Bank for such specific services and products.

**7.5** The Customer will notify the Bank in writing if the Customer does not receive any Statement of Account within the time period the Customer should have received it. If the Customer elects not to receive a Statement of Account, the Customer shall be deemed to waived its right of protest.

**7.6** Promptly upon receipt of each Consolidated Statement of Account and in any event no later than 60 (sixty) calendar days from the date of the transaction ("60 Day Review"), the Customer agrees to examine and verify, each entry appearing on a Consolidated Statement of Account, reconcile it with the Customer's own records and immediately notify the Bank in writing in form of the Bank at the transaction offices of the Bank or via telephone contact center of the Bank (with record) of any errors, omissions, irregularities, including but not limited to forgeries, any fraudulent or unauthorised transactions or any other objections the Customer has to that Consolidated Statement of Account (collectively, "Account Irregularities"). In case of notification by contact center, Customer agrees to provide a written request of trace or complaint in form of the Bank within 07 days from the date of complain to constitute the official basis for the Bank to handle such trace request or complaint. Such trace request form is available on the Bank website or [www.hsbc.com.vn](http://www.hsbc.com.vn) or provided to Customer upon request of the Customer. If the Customer fails to notify the Bank within the 60 Day Review period or such shorter time as may be required by the laws of Vietnam, the balance shown on the Consolidated Statement of Account(s) and all entries including Account Irregularities, will be deemed correct, complete, authorised and be conclusive evidence and binding upon the Customer and the Bank will be released from all liability for any transaction occurring up to the date of the

most recent Consolidated Statement of Account except for transactions the Customer gave notice of in accordance with this article.

- 7.7** In addition to the consequences set out elsewhere, if the Customer fails to abide by his/her obligations under this Article 7 and if the Customer's conduct or omission causes or contributes to a loss on its account (losses of any kind whatsoever, taxes, levies, fines, fees or penalties suffered and/or incurred by, or brought against the Bank), then the Customer agrees that the Bank will not have any responsibility to the Customer with respect to such loss. The Customer acknowledges that the failure to review the Consolidated Statements of Accounts in a timely manner as required pursuant to this article will be deemed to cause or contribute to the loss on the account to the extent of any loss occurring subsequent to the time that any error or omission would have been discovered if the Consolidated Statement of Account or Transaction Records been reviewed in accordance with these Master Account Terms and Conditions. The Customer acknowledges that the Bank's maximum liability to the Customer will be limited to actual direct loss in the principal amount wrongfully or erroneously withdrawn from the Customer's account due to the Bank's gross negligence or wilful misconduct.
- 7.8** The Customer(s) shall be deemed to have agreed to waive any rights to raise objections or pursue any remedies against the Bank with respect to the Consolidated Statement of Account, and to authorise the Bank to change the statement cycle, statement delivery status, including but not limited to changing statement delivery status from mailing to holding, if the correspondence address of the Customer has changed without the Bank having received written notice from the Customer, or if correspondences (including statements) which the Bank may from time to time mail to the Customer at the address previously registered with the Bank is returned by the post office or any other delivery agents for whatever reason, or when there has been no debit transaction on the Account for a period of 24 (twenty four) months and above.
- 7.9** The Customer warrants that all particulars given to the Bank (whether in an Account Opening Form or otherwise) are, to the best of the Customer's knowledge, accurate and updated. The Customer undertakes to notify the Bank of any changes to these particulars, including but not limited to that the Customer must notify the Bank without delay of any changes in the

Customer's name and address, as well as the termination of, or amendment to, any powers of representation towards the Bank conferred on any person. The Customer hereby authorizes and agrees, for the Bank to update Customer's resident status and other information of Customers (full name, date of birth, ID/Passport with place/date of issuance, address) based on information/ documents provided by Customers, by the way that the Bank deems appropriate without additional acceptance request from Customers. This update might also include abbreviation or mismatched information between documents provided by the customer and customers' instructions. The decision is based on documents in line with the banks policy.

- 7.10** Time limit for settlement of trace requests or complaints:
- i) Within 30 working days from the date on which the Customer's initial trace request or complaint according to one of the methods of receipt prescribed in Clause 7.5 hereof the Bank shall process its handling of such trace request or complaint;
  - ii) Within 05 days as maximum from the date the parties agree on the result of the trace request or complain following that the Bank is liable to indemnify under these General Terms and Conditions, the Bank shall indemnify to Customer;
  - iii) If it fails to determine reasons or which party at fault while the deadline for trace requests or complaints prescribed as above expires, the Bank shall, within succeeding 15 working days, agree with the Customer about the solution for settlement such request or complaint.
- 7.11** In the case where the Bank, Customer and relevant parties fail to reach an agreement and/or disagree with the outcome of trace request or complaint, the dispute shall be settled in accordance with the laws.
- 7.12** Joint account must be opened by 2 (two) account holders with same Resident status, subject to the applicable Vietnamese regulations.
- 7.13** Base on documents in line with the banks policy that are specified in point 5.8, the Joint account might be temporarily blocked immediately if Resident status of 2 (two) account holders are updated as difference.

## **8. Disclosure, Collection and Use of Customer's Information**

Customer agrees with provisions of "Collection and Use of Customers Information, Financial Crime Risk Management Activity And Tax Compliance" in an Annex attached to this Premier Master Account Terms and Conditions.

## **9. Set off**

- 9.1** If any Account that Customer holds with the Bank are in credit, and Customer has failed to pay the Bank any Amounts Owing, the Bank may use the money Customer holds with the Bank to reduce or repay the Amounts Owing. This is called the right of "set-off".
- 9.2** Without limiting the foregoing, if the Customer has insufficient funds on deposit in any Account to satisfy the Amount Owing at any given time and the Customer is in default, all Amounts Owing are deemed to be secured by any Instrument (including but not limited to a Term Deposit) issued by the Bank to the Customer and the Bank may, at its sole option, deem such Instrument immediately due and payable and set-off the proceeds against any Amounts Owing.
- 9.3** For the purpose of "set-off" and without prejudice to other provisions of this Premier Master Account Terms and Conditions, the Bank shall be entitled (without notice to the Customer or prior demand for payment or observance of any other formality) at any time at its discretion:
- 9.3.1 Debit any Account with the Amounts Owing;
- 9.3.2 Convert any sums into such currencies as the Bank may consider appropriate;
- 9.3.3 Combine, consolidate or merge all or any of the Customer's Accounts, whether subject to notice or not and denominated in whatever currency, held alone or jointly with others, and wheresoever situate;
- 9.3.4 Retain, apply, set-off or transfer any amount owing by the Bank to the Customer or standing to the credit on any Account (whether demand deposit, Term Deposit or otherwise) in respect of the Customer towards payment of any amount in any currency at any time owing from the Customer to the Bank; and

9.3.5 Accelerate the maturity of any Term Deposit for the purposes of this section (in which case the amount applied shall be net off the Bank's usual charge for early withdrawal).

- 9.4** For the purposes of this section, obligations or liabilities owed by the Customer to the Bank or by the Bank to the Customer may be present, future, actual, contingent, primary, collateral, several or joint.
- 9.5** All assets of the Customer held by the Bank are subject to a general lien in favour of the Bank and the Bank shall have power to withhold and/or sell such assets for the discharge of the Customer's obligations to the Bank or its subsidiaries/branches.
- 9.6** The rights created under this section shall be in addition to and independent of any other security which the Bank may at any time hold.

## **10. Joint Account**

- 10.1** "Joint Accounts" are any Accounts which are held in the name of more than one person.
- 10.2** Unless otherwise as agreed in writing by all Joint Account Holders and accepted by the Bank regarding operation method for Joint Account, any Instruction in respect of direction of a Joint Account must be authorised by all Joint Account Holders.
- 10.3** Operation methods for Joint Account:
- 10.3.1 "Either to sign": For this request, all Joint Account Holders agree that the signature of any one of Joint Account Holders on or in relation to any matter regarding the Joint Account will bind the other Joint Account Holders and each Joint Account Holder is authorised to operate the Joint Account, including to conduct any transaction by way of instructions to the Bank, close the Joint Account and give any other instruction to operate the Joint Account without requiring other Joint Account Holders' signatures.
- 10.3.2 "Both to sign": For this request, all Joint Account Holders agree that any matter regarding the Joint Account requires signatures of all Joint Account Holders by way of instruction to the Bank and other instructions to operate the Joint Account including but not limited to notice of change of information relating to the Joint Account.

**10.4** Each Joint Account Holder shall be entitled to deal freely with any moneys in the Joint Account provided that a consent from the other Joint Account Holder is obtained, unless otherwise expressly agreed in writing by the Joint Account Holders and approved by the Bank.

**10.5** The responsibility of each Joint Account Holder of a Joint Account will be as follow:

10.5.1 To be liable for any indebtedness to the Bank created by any other Joint Account Holder(s) in respect of the Joint Account. Such liability will include but not be limited to any agreement by the Bank to allow the Account to be overdrawn;

10.5.2 To inform any other Joint Account Holder(s) of any notice or communication by the Bank. It is understood that a notice or communication given by the Bank to any one Joint Account Holder will bind all the other Joint Account Holder(s).

10.5.3 Joint Account Holder(s) undertake not to use the Joint Account to hide any foreign exchange transactions between the Joint Account Holders which are not in compliant with the applicable laws.

**10.6** If the Bank enters into any arrangement with one Joint Account Holder, such arrangement shall not release or diminish in any way the obligations of the other Joint Account Holders.

**10.7** If for any reason any of these terms and conditions do not apply to or cannot be enforced against a Joint Account Holder, they will remain binding on all other Joint Account Holders.

**10.8** Instructions given by any Joint Account Holder in accordance with the Account Mandate given to the Bank will bind the other Joint Account Holders.

**10.9** The bankruptcy or insolvency of any Joint Account Holder shall not affect the obligations of the other Joint Account Holders.

**10.10** If any Joint Account Holder being individual dies or is insane or otherwise legally incompetent to operate the Joint Account, the right to use the Joint Account and obligations arising from use of such Joint Account shall be settled in accordance with the laws of Vietnam.

**10.11** The funds in the Joint Account, upon the death of any Joint Account Holder will be settled in accordance with laws of Vietnam.

**10.12** Should the Bank so require, each Joint Account Holder will enter into a letter of indemnity in such form as the Bank requires.

**10.13** Joint account must be opened by 2 (two) account holders with same Resident status, subject to the applicable Vietnamese regulations.

**10.14** Base on documents in line with the banks policy that are specified in point 7.9, the Joint account might be temporarily blocked immediately if Resident status of 2 (two) account holders are updated as difference.

## **11. General Provisions**

**11.1** Incorrect credit entries on Accounts for whatever reason may be reversed by the Bank through a debit entry. If the Bank ascertains an incorrect credit entry after a Consolidated Statement of Account has been issued, it will debit the Account of the Customer with an equivalent amount (correction entry), and notify the Customer of any reverse entries and correction entries made at the time of issuing the next Consolidated Statement of Account. With respect to the calculation of interest, the Bank shall record the entries retroactively as of the day on which the incorrect entry was made.

**11.2** Subject to the applicable Vietnamese regulations, the Bank may, as its sole discretion from time to time, destroy any cheques or other document relation to Accounts after they have been archived electronically (ie. scanned on digital image forms) or microfilmed.

**11.3** The Bank's charges as in effect from time to time shall apply to all Accounts and a tariff list is available by the Bank upon request.

**11.4 Force Majeure Events.** Force Majeure Events are such events occurred beyond the Bank control, unforeseen, cannot be prevented, directly cause losses and damage to the Bank and the Bank's ability for performance of its obligations to the Customer. The Bank shall not be liable for Force Majeure Events including, but not limited, to the unavailability of funds or any loss suffered by the Customer due to restrictions on convertibility or transferability, requisitions, change in law (including but not limited to laws on foreign exchange controls), involuntary transfers, moratoriums, expropriations, acts of war or civil strife, natural disasters, epidemic diseases, strikes, industrial actions or other causes, notwithstanding whether arising in or outside Vietnam or in any place in which funds are deposited or may be transferred to.

**11.5** All amounts of money given to the Bank for credit to an Account must be acknowledged by an automatically generated Bank voucher. The Customer shall retain such voucher for double check where necessary. The Bank shall bear no liability to account for receipts/deposits where no such automatically generated Bank voucher is issued.

**11.6** Provision on anti-money laundering

11.6.1 The Bank and other members of the HSBC Group are required to act in accordance with the laws, regulations and requests of public and regulatory authorities operating in various jurisdictions which relate to, amongst other things, the prevention of money laundering, terrorist financing and the provision of financial and other services to any persons or entities which may be subject to sanctions. The Bank may take, and may instruct (or be instructed by) any other member of the HSBC Group to take, any action which it or such other member, in its sole and absolute discretion, considers appropriate to take in accordance with all such laws, regulations and requests.

11.6.2 Such action may include but is not limited to: the interception and investigation of any payment messages and other information or communications sent to or by the Customer's behalf via the systems of the Bank or any other member of the HSBC Group; and enquiries as to whether a name which might refer to a sanctioned person or entity actually refers to that person or entity; and close Account in the Bank's sole discretion.

11.6.3 Neither the Bank nor any member of the HSBC Group will be liable for loss (whether direct or consequential and including, without limitation, loss of profit or interest) or damage suffered by any party arising out of:

- (i) Any delay of failure by the Bank or any member of the HSBC Group in processing any such payment messages or other information or communications, or in performing any of its duties or other obligations in connections with any accounts or the provision of any services to the Customer, caused in whole or in part by any steps which the Bank or such other member, in its sole and absolute discretion, considers appropriate to take in accordance with all such laws, regulations and request; or

- (ii) The exercise of any of the Bank's rights under this article.

11.6.4 In certain circumstances, the action, which the Bank may take, may prevent or cause a delay in the processing of certain information. Therefore, neither the Bank nor any member of the HSBC Group warrants that any information on the Bank's systems relating to any payment messages or other information and communications which are the subject of any action taken pursuant to this article is accurate, current or up-to-date at the time it is accessed, whilst such action is being taken.

**11.7** Security Interests

Without the prior written consent of the Bank, the Customer may not create any form of security over the Account(s).

**11.8** Compliance with the laws of Vietnam

Operation of the Bank is in accordance with the law of Vietnam. The Bank shall have the right to refuse to comply with any instruction given to it by the Customer until the Bank is satisfied that the instruction is in compliance with the laws of Vietnam.

**11.9** Indemnity/Waiver

11.9.1 The Customer agrees to be responsible for and indemnify the Bank against and save the Bank harmless from any damage, claims, indebtedness, action, causes of action, expenses, including legal, accounting and other expenses, taxes, levies, fines, fees or penalties suffered or incurred by, or brought against, the Bank arising from or in connection with the Bank providing Accounts and/or Services to or accepting and acting on Instructions from customers.

11.9.2 The Customer waives any claim against the Bank arising out of the compliance by the Customer with the requirements of the Bank under these terms and conditions or any agreement, letter or document referred to in these terms and conditions.

11.9.3 The Bank will indemnify Customer for their actual direct losses incurred or suffered directly and solely arising from material negligence or wilful default relating to the provisions of Services by the Bank.

**11.10** Receipt of updates

Unless there is a clear Instruction in written form from Customer refusing to receive updates from the Bank, including but not limited to advertising and introducing of the Bank's products, services, the Customer, by signing on Account Opening Form, agree that the Bank can, at any time, update the Customer on its products and services in any form.

**11.11** The Customer represents and warrants that all their information given to the Bank (whether in an Account opening form or otherwise) are, to the best of the Customer's knowledge, accurate and undertakes to notify the Bank of any changes to these information. In particular, the Customer must notify the Bank without delay of any changes in the Customer's name and address, as well as the termination of, or amendment to, any powers of representation towards the Bank conferred on any person. The Customer also acknowledges that Bank may make use of any such information recorded with the Bank (including without limitation address, telephone number, email address and fax number) as a means of communication with the Customer.

**11.12** Communications from us are deemed to have been received by you (where delivered personally) at the time of personal delivery or on leaving it at the address last notified by you to us, (where sent by post) 48 hours after posting if the address is in Vietnam and seven days after posting if the address is outside Vietnam or (where sent by facsimile transmission, telex or email) immediately after transmitting to the facsimile or telex number or email address last notified in writing by you to us. Communications sent by you to us are deemed to be delivered to us on the day of actual receipt.

**11.13** The Bank does not have the obligation to give any tax advice to Customer. The onus is on the Customer to fulfill the Customer's worldwide tax reporting and filing obligations in relation to an Account and the Bank expects the Customer to so comply. Where a referral is made to a third party for specific tax advice, contract for such tax advice is between the Customer and the third party, and any advice provided is the responsibility of such third party, not the Bank. The Customer has the obligation to provide any information requested by the Bank that is required by law to enable the Bank to meet its own compliance and tax reporting obligations.

**11.14** Language, Governing Law and Dispute Settlement

11.14.1 The Premier Master Account Terms and Conditions is made in English and Vietnamese and both have equal legal validity.

11.14.2 The Premier Master Account Terms and Conditions is governed by the laws of Vietnam. Any dispute between the Customer and the Bank arising out of or in connection with the Premier Master Account Terms and Conditions shall be settled by competent courts of Vietnam.

**11.15** The Bank reserves the right to amend, modify or remove, part or in whole of any clauses (including the Bank's fees) in relation to any product or services provided by the Bank in these Premier Master Account Terms and Conditions from time to time as it deems appropriate in its absolute discretion. Such amendments, revisions or removal of any provision or fees will take effect upon the Bank giving notification to the Customer using such means of notification as the Bank shall deem appropriate (including but not limited to display in the premises of the Bank or any of its offices or in the Consolidated Statements of Accounts or in the Bank's website or by such other method as the Bank may decide). The use of the Service and Accounts after the effectiveness of amendment will constitute acceptance by the Customer to be bound by such amended Premier Master Account Terms and Conditions. If the Customer does not accept the proposed amendments, the Customer must immediately notify the Bank or cancel or terminate the Service with the Bank and close Account(s).

**11.16** Your Statutory Rights

Nothing in this Premier Master Account Terms and Conditions will reduce your statutory rights including your rights relating to misdescribed accounts or services, the fairness of terms on which they are provided to you, any rights you may have to close your account and/or claim for compensation.

**11.17** Trace request/ Complain

11.17.1 If the Bank does not deliver the standard of service you expect, or if you think we have made a mistake, please let us know. The Bank will investigate the situation and, if necessary, set about putting matters right as quickly as possible. Where appropriate the Bank will also take steps to prevent a recurrence.

11.17.2 Customers may contact the Bank via one of the following channels for trace request or complaint handling

- Your HSBC first points of complaint at HSBC are:

- Contact Centre: (84 28) 37 247 666 - Email: [direct@hsbc.com.vn](mailto:direct@hsbc.com.vn)
  - Branches/Transaction Offices: Branch/Transaction Office Managers, Relationship Managers or Customer Service Managers; or
  - Online Banking: Send us a message via Secure Message of your Online Banking; or
  - Online forms via HSBC public website: fill in a form in Contact Us page in our website [www.hsbc.vn](http://www.hsbc.vn); or
  - Mail: HSBC Bank Vietnam Ltd., P.O. Box No. 087, Central Post Office, Ho Chi Minh city, Vietnam.
- If you consider that our response does not fully address your issues, you can also ask for your case to be reviewed by management at a higher level within the Bank if you are not satisfied. Please write to  
Customer Relations Team  
HSBC Bank Vietnam Ltd.  
The Metropolitan, 235 Dong Khoi, District 1  
Ho Chi Minh city, Vietnam.
  - If, despite our efforts you're not entirely satisfied with our suggested resolution, you have the right to refer the matter to the competent authorities for an independent review. Whilst I hope that the competent authority route is not necessary, I believe an independent assessment may best address the concerns you have.

We'll extend our full assistance to the authority when required.

**11.18 Recording instructions, notifications or communications in audio and video**  
By this agreement, the Customer hereby, understands, agrees and allows the Bank to use a system-generated audio and/or video record or a request message record system during provision of Accounts and Services to the Customer. Besides, the customer also understands, agrees and allows the Bank to keep and use an audio and/or video record of verbal instructions received from the customer and/or any notifications, communications in verbal or photographic between Customer and the Bank in relation to Accounts and Services by any forms or means of audio and/or video records that are deemed appropriate by the Bank.

## 12. Savings accounts

### 12.1 Savings Interest

Interest will accrue on the daily balance at the rates displayed from time to time at the Bank's premises and/or advertised in the media and, in the case of VND, compounded at such intervals as may be specified by the Bank. Interest earned will be credited to the Savings Account, in the case of VND, monthly or, in the case of foreign currencies, half-yearly (or in either case on such other basis as may be specified by the Bank from time to time). Interest is payable on Savings Accounts closed during an interest period only up to the last calendar day.

### 12.2 Savings Account Withdrawals and Deposits

12.2.1 Withdrawals from a Savings Account may be made on demand at the counter by the Customer in the hours during which the Bank's counters are open for business on production of satisfactory identification and/or appropriate authority. Withdrawals may not be made by means of cheques.

12.2.2 In the case of a foreign currency Savings Account:

- (a) Withdrawals in foreign currency cash are subject to the day's prior notice and availability of the currency in question; and
- (b) The Bank shall be entitled to levy a charge or commission for foreign currency notes deposited to be withdrawn from the Account.

### 12.3 Payment to Third Party

Any payments made by the Bank to a person producing satisfactory identification and/or a withdrawal form purporting to be signed, sealed or chopped as authorised by the Customer shall have the same effect as if made to the Customer personally and will absolve the Bank from all liabilities to the Customer or to any other party.

## 13. Overseas HSBC Premier Services

**13.1** The Features that the Customer can enjoy under HSBC Premier may include Accounts, Services, rewards, benefits, privileges and the likes offered and which may be provided directly by the Bank and such other members of the

HSBC Group or third parties designated by them, as the Bank and/or such members shall determine from time to time.

**13.2** To facilitate the bank and other members of the HSBC Group in considering whether or not the Customer is entitled to enjoy certain Features offered by them under HSBC Premier and to enable the Bank and these members of the HSBC Group in providing such Features to the Customer where the Customer is eligible to enjoy these Features, the Customer fully authorises the Bank and these HSBC members to share all information relating to the Customer and his accounts, including, without limitation, Personal Data and credit history. The Customer further authorises the Bank, and all members of the HSBC Group to use, store, process, disclose and transfer (whether within or outside the jurisdiction concerned and whether within or outside the HSBC Group) all information relating to the Customer as they shall consider necessary in connection with their provision of these Features, including, without limitation, information relating to the Debts (below defined).

**13.3** The Features offered to the Customer by other members of the HSBC Group are at all times subject to the Customer being allocated with and retaining the Tier of HSBC Premier with the Bank (or another member of the HSBC Group, if applicable) unless the Bank or another member of the HSBC Group shall determine otherwise. Each of these Features may also be subject to certain Terms and Conditions stipulated by the Bank and/or the relevant member(s) of the HSBC Group and the Customer agrees to be bound by the same.

**13.4** Where a Feature offered by a member of the HSBC Group other than the Bank (“HSBC Member”) includes the offering of any banking or credit facilities, the Customer agrees to and authorises the following in the event that the Customer defaults in his obligations to repay such banking or credit facilities upon their becoming due and payable (“Debts”).

- (a) The Bank may collect the Debts for and on behalf of the HSBC Member.
- (b) The right of the Bank to employ collection agent(s) and third parties to collect any outstanding or overdue amount owned by the Customer and the indemnity given by the Customer in favour of the Bank as set out in Article 11.9.1 of this Premier Master Account Terms and Conditions shall for all purposes include the Debts.
- (c) The HSBC Member may at any time and from time to time assign the whole or any part(s) of the Debts in favour of the Bank.

(d) The Bank may accept an assignment of the Debts in its favour and may exercise its right of set-off under Article 9 of this Premier Master Account Terms and Conditions with respect to such Debts assigned to it.

(e) To the extent permitted by all relevant laws and regulations, the Customer waives all rights they may have in relation to any assignment of the Debts and the Bank’s rights to exercise its right of set-off against such assigned debts; and

(f) This Article 13.4 shall apply also to such fees, charges, loss and expenses that the Bank and the HSBC Member shall have directly and indirectly incurred or suffered as a result of or arising from the Debts, including, without limitation, reasonable legal fees and other fees, charges and expenses incurred in recovering the Debts.

**13.5** Where a Feature offered by a member of the HSBC Group (including the Bank) includes the offering of any banking or credit facilities, the Customer understands and agrees that any default by him with respect to one or more of such facilities may result in any or all of these members withdrawing, suspending, cancelling, terminating or varying any or all Features offered by them. This may also result in the Customer having to, among other things, pay higher interest rates, fees, charges and costs and no member of the HSBC Group can under any circumstances be held liable or responsible for such increases in interests, fees, charges, costs and expenses incurred by the Customer or any other obligations and liabilities (whether new or added) that the Customer is therefore subject to.

**13.6** If the Customer is required by any applicable law or regulations (including the laws and regulations in the jurisdiction in which it enjoys a Feature provided by a member of the HSBC Group) to make any deduction or withholding from any sum payable by the Customer, whether to the Bank or any member of the HSBC Group, then the liability with respect to that deduction or withholding shall be the liability of the Customer such that after the making of such deduction or withholding, the net payment shall be equal to the amount which the Bank or such other member of the HSBC Group would have received had no such deduction or withholding been made. It shall be the sole responsibility of the Customer to effect payment of such deduction or withholding to the relevant authority within the applicable time limit and the Customer shall indemnify the Bank and other members of the HSBC Group for all consequences of the Customer’s failure to do so.

**14. Total Relationship Balance (TRB) and Below Balance Fee (BBF)**

**14.1** The Bank uses Total Relationship Balance as one of the eligibility criteria for HSBC Premier Customers. For illustration purposes, please refer to the example below:

Example 1: Calculating Total Relationship Balance for Customers who hold both sole and joint accounts

Customer	Account Type	Account balance for the month	Total relationship balance for the month	Service fee
Mr A & Mrs B	Joint	\$20,000	\$20,000 (Joint only)	\$25
Mr A	Sole	\$150,000	\$150,000 (sole) + \$20,000 (Joint) = \$170,000	Waived
Mrs B	Sole	\$200,000	\$200,000 (sole) + \$20,000 (Joint) = \$220,000	Waived

To protect the Customer’s privacy, we will not include sole Account balances when calculating the Total Relationship Balance for joint accounts.

Example 2: Calculating Total Relationship Balance for the month

Account Type	Balance from 1-15 May	Balance from 16-31 May	Balance per account for the month
Transaction account	\$80,000	\$50,000 (\$30,000 withdrawn on 16 May)	$(\$80,000 \times 15 \text{ days}) + (\$50,000 \times 16 \text{ days}) / 31 \text{ days} = \$64,516.13$
Investment Account	\$70,000	\$0 (redemption made on 16 May)	$(\$70,000 \times 15 \text{ days}) + (\$0 \times 16 \text{ days}) / 31 \text{ days} = \$33,870.97$

Other deposit accounts	\$50,000	\$200,000 (\$150,000 Deposit made on 16 May)	$(\$50,000 \times 15 \text{ days}) + (\$200,000 \times 16 \text{ days}) / 31 \text{ days} = \$127,419.35$
Total Relationship Balance = \$225,806,45			

Total Relationship Balance is calculated by adding up the average daily balances of the Customer accounts for the calendar month.

**14.2** Customers may be charged a monthly below balance fee (BBF) if their TRB falls below the minimum requirement, as measured in VND. Such fee is illustrated in HSBC Premier Tariff Schedule which can be updated from time to time.

**14.3** The Bank may, in its sole discretion, remove Premier status from Customers who fail to meet the eligibility criteria, after a period of time, as determined by the Bank.

**ANNEX “COLLECTION AND USE OF CUSTOMER INFORMATION,  
FINANCIAL CRIME RISK MANAGEMENT ACTIVITY AND TAX  
COMPLIANCE – TERMS AND CONDITIONS”**

**DEFINITIONS**

Capitalised terms used in these Terms shall have the following meanings, unless the context otherwise requires:

“**Authorities**” means any judicial, administrative or regulatory body, any government, or public or government agency, instrumentality or authority, any Tax Authority, securities or futures exchange, court, central bank or law enforcement body, or any agents thereof, having jurisdiction over any part of HSBC Group.

“**Compliance Obligations**” means obligations of any member of the HSBC Group to comply with: (a) any applicable local or foreign statute, law, regulation, ordinance, rule, judgment, decree, voluntary code, directive, sanctions regime, court order, agreement between any member of the HSBC Group and an Authority, or agreement or treaty between Authorities and applicable to HSBC or a member of the HSBC Group (“**Laws**”), or international guidance and internal policies or procedures, (b) any demand from Authorities or reporting, regulatory trade reporting, disclosure or other obligations under Laws, and (c) Laws requiring HSBC to verify the identity of our Customers.

“**Connected Person**” means a 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 otherwise received by any member of the HSBC Group in connection with the provision of the Services. In relation to the Customer, a **Connected Person** may include, but is not limited to, any guarantor of the Customer, a director or officer of a company, partners or members of a partnership, any “substantial owner”, “controlling person”, or beneficial owner, trustee, settlor or protector of a trust, account holder of a designated account, payee of a designated payment, representative, agent or nominee of the Customer, or any other persons or entities having a relationship to the Customer that is relevant to its banking relationship with the HSBC Group.

“**Controlling persons**” means individuals who exercise control over an entity (for a trust, these are the settlor, the trustees, the protector, the beneficiaries or class of beneficiaries, and any other individual who exercises ultimate effective control over the trust, and in the case of a legal entity other than a trust, such term means persons in equivalent or similar positions of control).

“**Customer Information**” means Personal Data, confidential information, and/or Tax Information of either the Customer or a Connected Person.

“**Financial Crime**” means money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, evasion of economic or trade sanctions, and/or violations, or attempts to circumvent or violate any Laws or regulations relating to these matters.

“**HSBC**” means **HSBC Bank (Vietnam) Ltd.**

“**HSBC Group**” as defined in the Premier Master Account Terms and Conditions.

“**Loss**” means any claim, charge, cost (including, but not limited to, any legal or other professional cost), damages, debt, expense, tax, liability, obligation, allegation, suit, action, demand, cause of action, proceeding or judgment, however calculated or caused, and whether direct or indirect, consequential, punitive or incidental.

“**Personal Data**” means any data relating to an individual (and corporate entities, in those countries/regions where data privacy law applies to corporates), from which the individual can be identified, including, without limitation, sensitive personal data, name(s), residential address(es), contact information, age, date of birth, place of birth, nationality, citizenship, personal and marital status.

“**Services**” means, without limitation, (a) the opening, maintaining and closing of the Customer’s bank accounts, (b) the provision of credit facilities and other banking products and services to the Customer (including, for example, securities dealing, investment advisory, broker, agency, custodian, clearing or technology procuring services), processing applications, ancillary credit assessment and product eligibility assessment, and (c) the maintenance of HSBC’s overall relationship with the Customer, including marketing or promoting financial services or related products to the Customer, market research, insurance, audit and administrative purposes.

“**Substantial owners**” means any individuals entitled to more than 10% of the profits of or with an interest of more than 10% in an entity either directly or indirectly.

“**Tax Authorities**” means domestic or foreign tax, revenue, fiscal or monetary authorities.

“**Tax Information**” means any documentation or information (and accompanying statements, waivers and consents) relating, directly or indirectly, to the tax status of a Customer (regardless of whether that Customer is an individual or a business, non-profit or other corporate entity) and any owner, “controlling person”, “substantial owner” or beneficial owner of a Customer, that HSBC considers, acting reasonably, is needed to comply (or demonstrate compliance, or avoid non-compliance) with any HSBC Group member's obligations to any Tax Authority. Tax Information includes, but is not limited to, information about: tax residence and/or place of organisation (as applicable), tax domicile, tax identification number, Tax Certification Forms, certain Personal Data (including name(s), residential address(es), age, date of birth, place of birth, nationality, citizenship).

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“**Tax Certification Forms**” means any forms or other documentation as may be issued or required by a Tax Authority or by HSBC from time to time to confirm the tax status of an account holder or the Connected Person of an entity.

Reference to the singular includes the plural (and vice versa).

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

These Terms explain how HSBC will use information about the Customer and Connected Persons. By using the Services, the Customer agrees that HSBC and members of the HSBC Group shall use Customer Information in accordance with these Terms.

Customer Information will not be disclosed to anyone other than where:

- to other members of the HSBC Group for the purposes of operation, management and compliance;
- HSBC is legally required by applicable laws, international treaties and conventions that HSBC must to complied with, to disclose
- HSBC is legally required to disclose;
- HSBC has a public duty to disclose;
- HSBC’s or a third party’s legitimate business purposes require disclosure;
- the disclosure is made with Customer’s consent; or
- it is disclosed as set out in the following Terms consented by the Customer to comply while open account at the Bank.

### COLLECTION

- 1.1 HSBC and other members of the HSBC Group may 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 Customer’s relationships with the HSBC Group). Customer Information may be requested from the Customer (or a person acting on the Customer’s behalf), or may also be collected by or on behalf of HSBC, or members of the HSBC Group, from other sources (including from publically available information), generated or combined with other information available to HSBC or any member of the HSBC Group.

### PROCESSING

- 1.2 HSBC and/or members of the HSBC Group will process, transfer and disclose Customer Information in connection with the following **Purposes**: (a) Issued by HSBC Bank (Viet Nam) Ltd.

providing Services and for any transactions requested or authorised by the Customer, (b) meeting Compliance Obligations, (c) conducting Financial Crime Risk Management Activity, (d) collecting any amounts due from the Customer, (e) conducting credit checks and obtaining or providing credit references, (f) enforcing or defending HSBC’s, or a member of the HSBC Group’s, rights, (g) for internal operational requirements of HSBC or the HSBC Group (including, without limitation, credit and risk management, system or product development and planning, insurance, audit and administrative purposes), (h) maintaining HSBC’s overall relationship with the Customer (including marketing or promoting financial services or related products to the Customer and market research), (i) to improve HSBC’s business, including: understand how Customer use our Services, view trends in product offerings and advertisement, develop well-targeted offers, products and advertisement, find and deliver offers, products, advertisement that may be of interest to Customers or other new customers that share the same traits as yours, make HSBC’s Services better for Customer and learn how useful our marketing is and make it better (the “**Purposes**”).

### SHARING

- 1.3 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 (who may also process, transfer and disclose such Customer Information for the Purposes, provided that the recipients must strictly keep confidential in regard of such information provided by HSBC):
- a. any member of the HSBC Group;
  - b. any sub-contractors, agents, service providers, or associates of the HSBC Group (including their employees, directors and officers);
  - c. in response to any requests from any Authorities in accordance with the laws, international treaties and conventions for that HSBC must to comply;
  - d. anyone acting on behalf of the Customer, payment recipients, beneficiaries, account nominees, intermediary, correspondent and agent banks, clearing houses, clearing or settlement systems, market counterparties, upstream withholding agents, swap or trade repositories, stock exchanges, companies in which the Customer has an interest in securities (where such securities are held by HSBC for the Customer);

- e. any party acquiring an interest in or assuming risk in or in connection with the Services;
- f. other financial institutions, credit reference agencies or credit bureaus, for obtaining or providing credit references in accordance with the laws;
- g. any third party fund manager who provides asset management services to the Customer;
- h. any introducing broker to whom HSBC provides introductions or referrals;
- i. in connection with any HSBC business transfer, disposal, merger or acquisition; and
- j. other circumstances in accordance with the laws or with Customer consents

wherever located, including in jurisdictions which do not have data protection laws that provide the same level of protection as the jurisdiction in which the Services are supplied.

## CUSTOMER OBLIGATIONS

- 1.4** The Customer agrees to inform HSBC promptly, and in any event, within 30 (thirty) days in writing if there are any changes to Customer Information supplied to HSBC or a member of the HSBC Group from time to time, and to respond to any request from, HSBC, or a member of the HSBC Group.
- 1.5** The Customer confirms that every Connected Person whose information (including Personal Data or Tax Information) they have provided to HSBC or a member of the HSBC Group has been notified of and agreed to the processing, disclosure and transfer of their information as set out in these Terms. The Customer shall advise Connected Persons that they may have rights of access to, and correction of, their Personal Data.
- 1.6** Where:
- a Customer fails to provide Customer Information that HSBC reasonably requests, or
  - a Customer withholds or withdraws any consents which HSBC may need to process, transfer or disclose Customer Information for the Purposes, or

- HSBC or a member of the HSBC Group has suspicions regarding the possible commission of Financial Crime or a Customer presents a potential Financial Crime risk to a member of the HSBC Group, HSBC may:
  - a. be unable to provide new, or continue to provide all or part of the, Services to the Customer and reserves the right to terminate its business relationship with the Customer;
  - b. take actions necessary for HSBC or a member of the HSBC Group to meet the Compliance Obligations; and/or
  - c. temporarily suspend Customer account(s), and/or
  - d. block or close Customer account(s), if applicable.

In addition, the failure of a Customer to supply their, or their Connected Person's, Tax Information and accompanying statements, waivers and consents, may result in HSBC making its own decision with respect to the Customer's status, including whether to report such Customer to a Tax Authority, and may require HSBC or other persons to withhold amounts as may be legally required by any Tax Authority and paying such amounts to any Tax Authority.

## 2. DATA PROTECTION

Whether it is processed in a home jurisdiction or overseas, in accordance with data protection legislation, Customer Information will be protected by a strict code of secrecy and security which all members of the HSBC Group, their staff and third parties are subject to.

## 3. FINANCIAL CRIME RISK MANAGEMENT ACTIVITY

- 3.1** HSBC, and members of the HSBC Group, are required, and may take any action they consider appropriate in their sole and absolute discretion, to meet Compliance Obligations in connection with the detection, investigation and prevention of Financial Crime ("**Financial Crime Risk Management Activity**").

Such action may include, but is not limited to: (a) screening, intercepting and investigating any instruction, communication, drawdown request, application for Services, or any payment sent to or by the Customer, or on its behalf, (b)

investigating the source of or intended recipient of funds (c) combining Customer Information with other related information in the possession of the HSBC Group, and/or (d) making further enquiries as to the status of a person or entity, whether they are subject to a sanctions regime, or confirming a Customer's identity and status.

- 3.2** Exceptionally, HSBC's undertaking of Financial Crime Risk Management Activity may lead to HSBC delaying, blocking or refusing the making or clearing of any payment, the processing of Customer instructions or application for Services or the provision of all or part of the Services. To the extent permissible by law, neither HSBC nor any other member of HSBC Group shall be liable to the Customer or any third party in respect of any Loss whether incurred by the Customer or a third party in connection with the delaying, blocking or refusing of any payment or the provision of all or part of the Services or otherwise as a result of Financial Crime Risk Management Activity.

#### **4. TAX COMPLIANCE**

The Customer acknowledges they are solely responsible for understanding and complying with their tax obligations (including but not limited to, tax payment or filing of returns or other required documentation relating to the payment of all relevant taxes) in all jurisdictions in which those obligations arise and relating to the opening and use of account(s) and/or Services provided by HSBC and/or members of the HSBC Group. Certain countries/regions may have tax legislation with extra-territorial effect regardless of the Customer's place of domicile, residence, citizenship or incorporation. HSBC and/or any member of the HSBC Group does not provide tax advice. The Customer is advised to seek independent legal and/or tax advice. HSBC and/or any member of the HSBC Group has no responsibility in respect of a Customer's tax obligations in any jurisdiction which they may arise including, without limitation, any that may relate specifically to the opening and use of account(s) and/or Services provided by HSBC and/or members of the HSBC Group.

#### **5. MISCELLANEOUS**

- 5.1** In the event of any conflict or inconsistency between any of these Terms and those in any other service, product, business relationship, account or agreement between the Customer and HSBC, these Terms shall prevail. Any Issued by HSBC Bank (Viet Nam) Ltd.

consents, authorisations, HSBC requested waivers and permissions that already exist from the Customer in relation to Customer Information shall continue to apply in full force and effect, to the extent permissible by applicable local law.

- 5.2** all or any part of the provisions of these Terms become illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair the legality, validity or enforceability of such provision in any other jurisdictions or the remainder of these Terms in that jurisdiction.

#### **6. SURVIVAL UPON TERMINATION**

These Terms shall continue to apply notwithstanding their termination, any termination by HSBC or a member of the HSBC Group of the provision of any Services to the Customer or the closure of any Customer account.

## HSBC DEBIT CARD TERMS AND CONDITIONS

**In these terms and conditions, “Debit Card” shall mean any debit card issued to the Cardholder by HSBC (the “Bank”). “Cardholder’s Account” shall mean any account nominated by the Cardholder in respect of the Debit Card.**

1. The Debit Card is and will be at all times the property of the Bank. The Bank reserves the right to withdraw, at its discretion, the Debit Card and/or any of the services offered at any time and will inform the Cardholder of such withdrawal if it deems necessary or as required by laws.
2. The Cardholder will be responsible for all transactions effected by use of the Debit Card, whether actually performed or authorised by the Cardholder or not.
3. The Cardholder must sign the Debit Card immediately upon receipt. The Cardholder must not permit any other person to use it and must safeguard the Debit Card from misuse.
4. The Personal Identification Number (“PIN”) issued to the Cardholder for use of the Debit Card. The PIN firstly issued by the Bank as well as any other PIN subsequently changed by the Cardholder must be kept strictly confidential. PINs should not be disclosed to any third party under any circumstances or by any means whether voluntarily or otherwise. The Cardholder should not keep any written record of any PIN in any place or manner, which may enable a third party to use the Debit Card.
5. The Cardholder’s Account will be debited with the amount of any withdrawal, transfer, payment, and/or other transactions effected by use of the Debit Card. The Cardholder should maintain sufficient funds in the Cardholder’s Account for payment of such transactions. The Cardholder shall not be entitled to make any transactions of which the amount exceed the current balance of the Cardholder’s Account or exceed the overdraft limit (if any) as agreed by the Bank.
6. In case of loss of the Debit Card (due to misplace, theft, robbery or otherwise), the Cardholder must report to the Bank immediately by calling the Bank’s Customer Service Hotline (84 28) 37 247 247 or (84 28) 37 247 666 for HSBC Premier Platinum Cardholders. Additionally, the Cardholder is required to officially confirm such notice in writing or by lawful data message to the Bank.
  - a) If the Card is misused before the Bank provides confirmation in writing or in a legally valid data message that it has processed the notice received from the Cardholder, the Cardholder shall be fully liable for loss and shall be liable to compensate for loss caused by misuse of the Card;

- b) If the Card is misused after the Bank provides confirmation in writing or in a legally valid data message that it has processed the notice received from the Cardholder, the Bank shall be liable for loss and shall be liable to compensate for loss caused by misuse of the Card.

Where the Cardholder requests for replacement of the misused card, the Bank shall debit Cardholder’s Account the cost incurred for replacement of Debit Card. Replacement fee shall be applied following the current tariff of the Bank.

7. The Debit Card is valid up to the last day of the month/year indicated on the Card. If the Bank does not receive any request from the Cardholder within sixty (60) days prior to the Card expiry date, the Bank will automatically renew the Card. The Foreigner Cardholder will be requested by the Bank to submit supporting documents to prove the allowed staying period at Vietnam following prevailing regulations. Should there be no sufficient documents submitted by the Card expiry date indicated on the Card or on the Bank’s notification – whichever comes sooner - (the Bank may, at its sole discretion, choose, vary and determine any way that it considers appropriate to send to notification), the Bank would not renew the Card and the Card will be cancelled accordingly.
8. Renewal of a Debit Card can only be processed such Debit Card is active and all accounts linked to the card are active. If the Debit Card is being blocked and/or any of the account linked to it is inactive, such card will not be renewed. If the Cardholder would like to continue to use the card, he/she must visit an HSBC branch or transaction office to activate the account(s) and apply for a new card.
9. As a security feature, the Debit Card will be ready for use once it is activated. In order to activate the Debit Card, the Cardholder is required to perform one standard ATM transaction using the PIN, such as viewing current account balance.
10. The Debit Card is accepted at the HSBC Group Automated Teller Machines (“ATM”) and at ATMs of other banks worldwide, which are members of the VISA ATM network. Use of Debit Card at other ATMs shall not be accepted and the Cardholder shall be fully responsible for such use of Debit Card.
11. Cash deposited at the Bank’s Multi-function ATMs by use of the Debit Card will only be credited to the Cardholder’s Account upon the Cardholder’s confirmation at the Multi-function ATM that the deposited amount is correct. The Bank shall have no responsibility to resolve any claim of the Cardholder with respect to any difference of deposited amount if the Cardholder has confirmed at the Multi-function ATM that the deposited amount is correct. Cash deposit by use of Debit

Card at any other ATMs which are not the Bank's Multi-function ATMs shall not be accepted and the Cardholder shall be fully responsible for such transaction.

12. The Debit Card will be accepted only at the merchant having an electronic point of sale swipe terminal (POS). Any usage of the Debit Card for purchases other than through an electronic point of sale swipe terminal shall not be accepted and the Cardholder shall be responsible for such transaction. The Cardholder may apply to turn on/off transaction at the merchant having an electronic point of sales swipe terminal (POS) outside of Vietnam jurisdiction by sending Card service request to the Bank. This Service request will be performed within five (05) working days from the day the Bank receives the Cardholder's service request.
13. The Debit Card will be accepted only at online payment gates which have been registered for online transactions with VISA. Any usage of the Debit Card at other online payment gates shall not be accepted and the Cardholder shall be responsible for such transactions. The Cardholder may apply to turn on/off transaction at online payment gates by sending Card service request to the Bank. This Service request will be performed within five (05) working days from the day the Bank receives the Cardholder's service request.
14. The Cardholder may apply for SMS Notification Services for Debit Card transactions such as cash withdrawal at ATMs (Clause 10), cash deposit at Multi-function ATMs (Clause 11), payments at merchant establishments (Clause 12), or purchase transactions via online payment gates registered with VISA (Clause 13). The Cardholder's SMS service requests will be performed within 05 (five) working days from the day the Bank receives the Cardholder's service request.

**Notice:** There is a SMS Notification service fee named "Annual Fee" (\*) which specified in the Personal Banking Tariff applies. This service fee (\*) shall be applied annually and shall be collected by deducting the relevant amount on the Cardholder's Account in the month of the Card is issued and is not refundable. This service fee (\*) will still be applied even if the Cardholder's Account is classified "Dormant Account" or "Unclaimed Account". If the Bank is unable to collect this service fee within 01 (one) week from the charge date, then the Bank will automatically suppress the service. In case of Debit card cancelation, this Service will also automatically suppress.

The Bank shall not responsible for the circumstances where Cardholder does not receive the message due to invalid or incorrect telephone number registered with the Bank or due to technical issue of SMS service providers, or otherwise which is not due to the Bank's fault.

15. The Cardholder may use the Debit Card to withdraw money from the Cardholder's Account, or to make payments at online payment gates, or to make purchases at electronic point of sale swipe terminals. To the extent permitted by laws, if the withdrawal and/or settled currency differs from the currency of Cardholder's Account, the Bank will apply an exchange rate between the two currencies for conversion, an administration fee, and any transaction fees charged by Visa International to the Bank. The applicable exchange rate will be the prevailing exchange rate set by HSBC at the time of the withdrawal and/or settlement. The Cardholder may obtain the current "Administration fees applied for foreign currency transactions" tariff from the Personal Banking Tariff which is available at [www.hsbc.com.vn](http://www.hsbc.com.vn)
16. Cash withdrawals at HSBC Group/VISA ATMs or payments at online payment gates or purchases at electronic point of sale swipe terminals performed by Cardholder in Vietnam or overseas will be subject to relevant fees as provided in the Bank's prevailing tariff.
17. A purchase from a Debit Card and a subsequent credit due to return or cancellation of goods/services are two separate transactions. The refund, less any fee of return or cancellation (if applicable), will only be credited to the Cardholder's accounts when the Bank receives it from the relevant merchant establishment unit or from online payment gates registered with VISA.
18. In case of Debit Cards linked to multiple Accounts, transactions at merchant establishments will be effected by debit to the Primary Account. Primary Account shall mean, in case of multiple Accounts linked to the Debit Card, the Account that has been designated as being the main/first Account of operation i.e. the Account from which purchase transactions, charges and fees related to the Debit card are debited. In case this Account has insufficient funds to honour such transactions, HSBC will not honour the transactions even if the necessary funds are available cumulatively or severally in the other Accounts linked to the Debit Card.
19. If the primary account linked to the card is closed, the card will immediately become invalid regardless its expiry date.
20. The Bank will not be liable for any failure to provide any service or to perform any obligation hereunder where such failure is attributable (whether directly or indirectly) to any dispute or other circumstance beyond its control. The Bank will not be liable for any consequential or indirect damages arising from or related to the use of the Debit Card or the ATM, except where such damages are due to the Bank's negligence or misconduct. The Cardholder's Account will be debited with

such charges as the Bank may from time to time consider reasonable in respect of the Debit Card provided that a reasonable notice of such charges is given to the Cardholder.

21. The Bank accepts no responsibility for the refusal of any merchant establishment or at any online payment gates registered with VISA to honour the Card, except where such refusal is due to the Bank's fault (such as technical issues). Nor will the Bank be responsible in any way for any goods or services supplied to the Cardholder. No claim by the Cardholder against the merchant establishment will relieve the Cardholder from any obligation to the Bank hereunder. In particular, the setting up, modification, or termination of direct debit authorization instructions for any regular payment to be charged to the Cardholder's Account is strictly between the Cardholder and the respective merchant establishment(s). The Bank reserves the right not to set up, modify or terminate any such arrangement in the event of any dispute between the Cardholder and the merchant establishment or online payment gates registered with VISA.

## 22. Handling Disputes

The Cardholder must inform the Bank immediately via one of 02 (two) channels below if there is dispute by:

(i) Calling the Bank's Customer Service Hotline at (84 28) 37 247 247 (in the South) or (84 24) 62 707 707 (in the North) or (84 28) 37 247 666 for HSBC Premier Platinum

(ii) Visiting an HSBC Branch/Transaction Office in Vietnam

For disputed transactions, the cardholder must complete the Bank's Card Purchase Transaction Dispute Form. The Bank must receive this completed form within 07 (seven) days of the date of the disputed transaction in order to investigate. The results of the investigation will be advised to the cardholder within 60 (sixty) days from the date on the completed Card Purchase Transaction Dispute Form. If the cardholder fails to submit the completed form within this time frame, the Bank is not obliged to investigate and the cardholder will be fully liable for the transaction.

Notice: The Cardholder should notify the Bank in writing form provided of any transaction in any statement that was invalid or unauthorized by the Cardholder within 60 (sixty) days from the transaction date. If the Cardholder fails to report within the said period, the transaction (s) shown on the statement will be considered correct and the Cardholder shall be responsible for payment of such transactions in accordance with the Bank's policy. The Bank shall not be responsible for any complaint or dispute made after this time limit.

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23. The retrieval fee for the photocopy of sales slips and the dispute investigation fee subject to Cardholder's fault (as specified in the Debit Card Fees and Charges) will be debited to the Cardholder's Account for each disputed transaction.
24. The Debit Card is only issued to Cardholder's Account. The name on the card is the name of Cardholder's Account opened at the Bank. The Bank does not issue supplementary Debit Card.
25. For joint accounts, Debit Card will be issued on the joint account if the signing instruction of the joint account is "either to sign".
26. The Cardholder agrees that the Bank may at its discretion use, store, disclose, transfer, compile, match, obtain and/or exchange (all whether within or outside Vietnam) the Cardholder's personal details and information, all details and information pertaining to the Cardholder Account and any of the Cardholder's transactions and dealings with or through the Bank (collectively, "Personal Data") to, from or with any person as the Bank may consider necessary (including without limitation any member of the HSBC Group, any service provider or third party, any bureaus or agencies or competent authority established or to be established by the State Bank of Vietnam or by other authorities and/or any debt collection agencies that may be appointed by the Bank) for any and all purposes including without limitation (i) in connection with any account, product or service and/or in connection with matching for whatever purposes any such Personal Data concerning the Cardholder in the Bank's possession; and/or for the purposes of promoting, improving and furthering the provision of other services by the Bank and any member of the HSBC Group to the Cardholder; and/or (ii) for the purposes of fraud or crime prevention, audit and debt collection and in order that services may be processed for the Bank; and/or (iii) for purposes of investigating, reporting, preventing or otherwise in relation to money laundering, terrorist financing and criminal activities; and/or any other purposes and to such persons as may be in accordance with the Bank's general policy on disclosure of Personal Data as set out in statements, circulars, notices or other terms and conditions made available by the Bank to the Cardholder from time to time. The Cardholder understand that the Bank, or any member of the HSBC Group or any third party to whom the Bank has transmitted information about the Personal Data, will be obliged to disclose such information if legally compelled to do so (whether by Vietnamese law or the laws of any jurisdiction to which such information is transmitted). All Personal Data held by the HSBC Group or by its subcontractors or agents will be afforded at a reasonable level of protection against any unauthorised or accidental

disclosure, access or deletion. The Cardholder agrees to the Personal Data being used as described and that it may be transferred as stated above.

27. Cardholder agrees that the Bank has the rights to block the Debit Card in case the Bank finds that card is compromised, lost or misused.
28. The Bank reserves the right to amend the HSBC Debit Card Terms and Conditions, the General Terms and Conditions, as well as terms and conditions of other Debit Card services from time to time as it deems appropriate in its absolute discretion. Such amendments will take effect upon the Bank giving notification to the Cardholder (unless otherwise advised in the notification) using such means of notification as the Bank shall deem appropriate (including but not limited to display in the premises of the Bank or any of its offices or in the Statements of Accounts or in the Bank's website or by such other method as the Bank may decide). Use of the Debit Card after the date upon which any change to these terms and conditions is to have effect (as specified in the Bank's notice) will constitute acceptance without reservation by the Cardholder of such change. If the Cardholder does not accept any proposed change, the Debit Card must be returned to the Bank prior to the date upon which such change is to have effect.
29. Any notice hereunder sent by post will be deemed to have been received by the Cardholder within 03 (three) days of posting to the address last notified in writing to the Bank by the Cardholder. Publication of change by such means as the Bank may consider appropriate will constitute effective notice to the Cardholder thereof.
30. If more than one person and/or entity signs in Debit Card application forms and agrees to be bound by these terms and conditions, the obligation and liabilities of such persons hereunder will be joint and several and, as the context may require, words herein denoting the singular only will be deemed to include the plural. Any notice hereunder to any one such person and/or entity will be deemed effective notification to all such persons and/or entities.
31. The Bank's record of transactions processed with respect to the use of the Debit Card will be conclusive and binding for all purposes.
32. Capitalised terms used in these terms and conditions shall have the same meaning as provided in the General Terms And Conditions (which can be found at [www.hsbc.com.vn](http://www.hsbc.com.vn) or at any branches or transaction offices of the Bank).
33. The use of Debit Card shall be governed by these Terms and Conditions and the General Terms And Conditions of the Bank or the Premier Master Account Terms & Conditions applicable for Premier customers. In case of any inconsistency between these terms and conditions and the General Terms And Conditions or the Issued by HSBC Bank (Viet Nam) Ltd.

Premier Master Account Terms & Conditions applicable for Premier customers, these Terms and Conditions shall prevail.

34. These terms and conditions shall be governed by and construed in accordance with the laws of Vietnam. These terms and conditions are made in English and Vietnamese. In case of discrepancies between the English and Vietnamese versions, the Vietnamese version shall prevail.

*Note: In these terms and conditions and any associated documents, any reference to "HSBC" or the "Bank" includes branches and subsidiaries of the Hong Kong and Shanghai Banking Corporation Limited (HSBC) in Vietnam and their successors.*

## ONLINE BANKING TERMS AND CONDITIONS

### IMPORTANT!

Please note carefully the Online Banking Terms and Conditions, especially your security duties set out in Clauses 3 and 10 below. If you breach any of your security duties you may be liable for the transactions even if you did not authorize them. These Terms and Conditions provide and explain your responsibilities and obligations relating to services and information that you use or request from us, or we provide you, through HSBC's Online Banking service, Personal Online Banking.

### 1. ABOUT THIS CONTRACT

In these Terms references to:

**“You”, “your” and “yours”** refer to you, our customer. Where more than one person is authorized to operate an account, every reference in these Terms to “you” is deemed to include each and all of the account holders and each and all of the persons authorised to operate the account, and all of you are jointly and severally liable under these Terms;

**“Bank” or “HSBC”** means HSBC Bank (Vietnam) Ltd. and its branches and transaction offices.

**“Services”** refers to the services provided by us to you which is described in the Terms and by which you may access information and give us Instructions in respect of certain of your accounts with us.

**“Terms”** means these Terms and Conditions and any supplementary Terms and Conditions which we notify you of under Clause 13d below, as may be amended from time to time.

**“Contract”** means the contract entered into between us and you when you accept the Terms in accordance with Clause 2a below.

**“Username”** is the unique identifier, by whatever name called, which is selected by you in connection with the services.

**“Password”** includes all confidential passwords, phrases, codes, numbers, or other forms of identification issued to you, which may be used to access Personal Online Banking.

**“Security Device”** means the security devices designated by us for use by you to generate SecurityCodes (one-time passwords) to access and transact Personal Online Banking services.

**“Digital Secure Key” or “Digital Secure Key feature”** means a security feature available on HSBC Vietnam app, designed to be used to generate Security Code (one-time passwords) to access and use Personal Online Banking services.

**“HSBC Vietnam app” or “HSBC Vietnam mobile banking app”** means an application provided and updated from time to time by the Bank which can be downloaded to any mobile device using operating systems supported by the Bank from time to time, via which customer can access banking services available on the application. The use of HSBC Vietnam app subject to HSBC Mobile Banking App Terms and Conditions.

**“Mobile device”** means any smart mobile device including Smartphone, Tablet, etc.

**“Supported mobile device” or “Compatible mobile device”** means any mobile device using any operating system (OS) supported by the Bank to be able to set up the HSBC Vietnam app.

**“Security Code”** means a one-time password generated by the Security Device or Digital Secure Key.

**“Security code generating method”** means a method to generate a Security code using Security Device or Digital Secure Key.

**“OFR”** also known as **Offline Password Reset** (if applicable) is a process where by you reset your Online Banking Password offline. In this process, you are required to call in to us in case you still remember your password or send us the request form for approval to reset your password.

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“**OLR**” also known as **Online Password Reset** (if applicable) is a process where by you reset your Online Banking Password online by answering successfully both two Security Questions and Answers.

“**Password Reset Questions**” refers to a set of security questions you have selected and the corresponding security answers you have provided to us during your Online Password Reset.

“**Account**” means the bank accounts with us that are associated with the Username, Password (if applicable), and Security Device issued to you for the services or activated Digital Secure Key replacing Security Device;

“**HSBC Group**” means HSBC Holdings plc and its subsidiaries and associate undertakings, or any of their branches;

“**Including**” means including, without limitation to the generality of the surrounding words;

“**Information Provider**” means a third party from whom we source information that we may provide to you as part of the services;

“**Instructions**” is any request or instruction to us, which is issued through the use of one or more of the Username, Password, Password Reset Questions, Security Code and any other identifiers prescribed by us from time to time.

## 2. APPLICABLE TERMS

- a. The Terms may be accepted online by following the Instructions set out on the relevant screen page. In addition, you agree that any use of the services shall constitute your acceptance of the Terms.
- b. When you use the services, you must comply with these Terms and other applicable terms, including the terms relating to your account, the website from which you access the services and services that we source from other people. You must pay all applicable fees, including our standard transaction fees.

- c. If these Terms contradict other applicable terms, these Terms will (in relation to your use of the services) override those other terms to the extent that there is a contradiction.

## 3. YOUR SECURITY DUTIES

- a. You agree to comply with the Terms and follow the guidance and any security procedures mentioned in them and provided by us online.
- b. To use the services, you will need a unique identifier (Username), and a Security Device/ Digital Secure Key and, if required, a Password.
- c. It is your sole responsibility to consider carefully and choose either Digital Secure Key or Security Device which is suitable to your needs. Each Personal Online Banking account is connected with only one security code generating method at a time.
- d. It is your sole responsibility to apply to us for a replacement if a Security Device has previously been issued but is subsequently lost or has failed to function as intended.
- e. It is your sole responsibility to activate the Digital Secure Key to replace your Security Device to generate a security code.
- f. You agree to follow the guidance provided by us in designating the Username, the Password, Password Reset Questions, Security Code and any other authentication instructions from us to identify you.
- g. For OFR, you may change the Password at any time but any change shall be effective only if accepted by us.
- h. To reset your password online (OLR), you need to provide us with your Username, complete the Password Reset Questions, and provide authentication using the Security Device/ Digital Secure Key.
- i. We use your Username, Security Code and, if applicable, Password to identify you. Clause 10 sets out your liabilities for everything that is done with your Username, Security Code and Password (if applicable).

- j. You must keep your Password secret and secure at all times and exercise reasonable care and diligence to prevent unauthorised use of your Username, Password, Password Reset Questions, Security Device/ Mobile device on which Digital Secure Key is used and Security Code. At no time and under no circumstances shall you permit the Security Device to come into the possession or control of any other person(s).
- k. Once you have logged on to the service, you must not leave the terminal or other device from which you have accessed the service at any time or let anyone else use it until you have logged off the service using the log off option. You will be responsible for ensuring that you have logged off the service at the end of any session.
- l. You must notify us immediately of any unauthorised access to the services or any unauthorized transaction or instruction that you know of or suspect or if you suspect someone else knows your Username, Password, Password Reset Questions, Security Code or has unauthorised possession, control or use of your Security Device/ Mobile device on which Digital Secure Key is used. You may do so in person or by calling the telephone number(s) listed on the website as we may from time to time prescribe. We may ask you to confirm in writing any details given. You must also change your Password immediately to a number or combination that you have not used before. Until the actual receipt of such notification, you shall remain responsible for any and all use of the services by unauthorized persons or for unauthorised purposes. We will need you to help the police and us in trying to recover any losses. We may disclose information about you or your account to the police or other third parties if we think it will help prevent or recover losses.
- m. We may have to ask you for your Username, but not your Password, in order to provide maintenance services to you. If you supply us with your Username we will keep it secure. NEVER REVEAL YOUR PASSWORD TO ANYONE, not even an employee of the Bank.

- n. You agree that you are responsible for the performance and protection of any browser or Personal Computer used in connection with the service.
- o. You agree to check carefully your records of transactions and statements of accounts and inform us immediately of any discrepancy.

#### **4. INSTRUCTIONS RELATING TO THE SERVICES**

- a. You request and authorise us to (a) rely and act upon all apparently valid Instructions properly authorised by you, even if they may conflict with any other mandate given at any time concerning your accounts and (b) debit your accounts with any amounts we have paid or incurred with any Instructions.
- b. An Instruction will be considered as authenticated and accepted by us if it has been effected through the services using appropriate Username, Security Code and Password, and any other additional verification imposed by us, if applicable.
- c. An authenticated Instruction for a joint account (include but not limited to opening an Online Savings Account and Time Deposit Account) is considered a mutual request of all account holders.
- d. When you send Instructions in connection with the services using your Username, Security Code and, if applicable, Password, the Instructions cannot be changed or withdrawn without our consent. Instructions are binding on you as understood and acted on by us (or relevant members of the HSBC Group) in good faith.
- e. We reserve the right to decline your Instructions or delay our response to any Instructions while we verify your identity or details of the Instructions. We may refuse to act on an Instruction, for example if a transaction exceeds a particular value or other limit, or if we know of or suspect a breach of security.
- f. Where we know of or suspect a breach of security or other suspicious circumstances in respect of or in connection with the operation of one or more of your accounts or the services generally, we may, at our absolute discretion and without any liability, refuse to act on or delay acting on the Instruction

and in that event, we will, to the extent possible, inform you as soon as practicable.

- g. We are not liable for any failure, delay or other shortcomings by any third party with whom you have accounts or otherwise when they are executing our instructions to them where the incident is beyond our control.
- h. We may suspend any Service provided to you without notice when we consider it necessary or advisable to do so, for example to protect you when there is a suspected breach of security or we need to suspend the Service for unanticipated maintenance or other emergency or contingency reasons. For reasons of security and to protect the interests of the Customer, the Bank, at its discretion, may auto suspend the operation of Online Banking Account in circumstance where there has been no access on such Online Banking Account for a 12-months period without any further notice. In order to use Personal Online Banking service again, please contact the Bank to re-register for Online Banking service.
- i. Interruptions can occur to computer systems. You acknowledge that Instructions sent via the internet may not reach us. We shall have no liability in relation to any Instructions sent to us that we do not receive for any reason beyond our control.
- j. Upon registering for Online Banking, you will receive bank e-Statements (electronic statements), which can be downloaded and saved onto your computer. e-Statements are generated with the same frequency as paper statements and can be accessed through the Statements section in the left hand menu of Online Banking at any time. Note: Online Banking customers will not receive paper statements, except where required for legal purposes upon request.
- k. Upon any change in your account products, customer segment or tier (Premier, EBS, Personal Banking, or other account products, customer segment(s) or tier(s) which the Bank might apply at any time), the payees that

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you registered on Online Banking will be unavailable. You can re-register payees on Online Banking by following the Bank's instruction at the time of re-registering.

## 5. YOUR INFORMATION

- a. You must provide information and any updates that we reasonably request to enable us to provide the services. If you do not provide the information and/or its latest iteration that we request, we may not be able to provide all of the services to you. You must ensure that information you provide to us in relation to the Service is true, complete and up-to-date.
- b. You acknowledge and agree that we will use, store and transfer (whether within or outside Vietnam) and/or exchange your details and information to or with all such persons as we consider necessary. This includes but is not limited to any member of the HSBC Group for any and all purposes in connection with such Service and/or for the purpose of promoting, improving and furthering the provision of other financial services by us and any member of the HSBC Group to you generally, and/or any other purposes and to such persons as may be in accordance with our general policy on disclosure of information as set out in statements, circulars, notices or other terms and conditions made available by us to you from time to time.
- c. Without prejudice to the above, you acknowledge that, where we consider it necessary or appropriate, we may transfer any such details or information to any service provider (whether situated in or outside Vietnam), under conditions of confidentiality imposed on such service providers, for the purpose of data processing or providing any service on our behalf to you (including third party service providers, sales and telemarketing agencies).
- d. You agree and acknowledge that overseas service providers may be required by law to disclose information received from us to third parties. Such circumstances include the service provider being compelled to disclose

information pursuant to a court order, police investigations and criminal prosecutions for tax evasion or other offences.

#### **6. PROHIBITED USES OF THE SERVICES**

- a. You must not use the services for, or in connection with, any illegal purpose or activity. You must notify us as soon as possible if you become aware that the services are being used for, or in connection with, an illegal purpose or activity.
- b. You must not (and must not attempt to) tamper or interfere in any way with any part of the services (including any internet site, Security Device, HSBC Vietnam application, Digital Secure Key feature or any software relating to us or services). You must not (and must not attempt to) access anything relating to the services (including any internet site or any software relating to us or the services that we do not intend you to access), including anything protected, except with your Username, Security Code, Password Reset Questions and, if applicable, Password.

#### **7. COPYRIGHTS, TRADEMARKS AND COPYING MATERIALS**

- a. Please note that HSBC and our Hexagon logo are registered trademarks.
- b. We have a license for or own all copyrights for our internet website(s) through which you access the service and all trademarks and other materials used on it.
- c. You acknowledge that information provided in connection with the services (“Confidential Information”) is confidential to us, the HSBC Group and any relevant Information Provider. You must not in any way (and must not attempt to):
  - i) disclose (except to the extent you are required to do so by law), download (other than as reasonably required to use the services), copy or commercially exploit any Confidential Information;
  - ii) remove or alter any proprietary marking, including any trademark or copyright notice, in or on the Confidential Information; or

- iii) incorporate or combine the Confidential Information with any other information or program.

- d. You acknowledge that you have no right (and will not acquire any), title or interest in or relating to the Confidential Information or any related copyright, patent, trademark, service mark, proprietary property, trade secret or exclusive work. You must not make any representation or do anything that could be taken to indicate that you have such a right, title or interest.
- e. Note that nobody may use any part of our internet website(s) on any other website(s), or link any other website(s) to our internet website(s) without our prior written consent.

#### **8. ACCURACY OF INFORMATION**

- a. Information provided to you as part of the services is for your reference only and is not binding on us, the HSBC Group or any relevant Information Providers. You acknowledge that the information provided to you as part of the services may not be accurate. It is your sole responsibility to seek appropriate verification of any information you use, and to seek independent professional advice on the financial, legal and tax implications of your decisions.
- b. If there is any inconsistency between our internal records, and information relating to your account or your use of the services that is provided as part of the services, our internal records will prevail in the absence of evidence to the contrary.

#### **9. EXCLUSION OF WARRANTIES AND LIMITATION OF OUR LIABILITY**

- a. Subject to Clause 10, and to the maximum extent permitted by applicable law:
  - i) we, the HSBC Group and the Information Providers give no warranties or conditions (whether express, implied, statutory or otherwise) in relation to the services, and exclude all implied warranties and

conditions including any warranties and conditions of merchantability, fitness for a particular purpose, good title and no-infringement; and

ii) in no event will we, the HSBC Group or any Information Providers be liable to you for any incidental, consequential, indirect damages (including loss of profits and business interruption), or special or exemplary damages.

b. Due to the nature of the services, we will not be responsible for any loss of or damage to your data, software, computer, telecommunications or other equipment caused by you using the services unless such loss or damage is directly and solely caused by our negligence or deliberate default.

#### **10. YOUR LIABILITY FOR UNAUTHORISED TRANSACTIONS**

a. You will be responsible for any direct loss suffered by you as a result of unauthorized transactions arising directly from or in connection with your use of the services due to your fraudulent action or your gross negligence.

b. If you let any other person use any one or more of the following: i) your Username, ii) your Password, iii) Password Reset Questions, iv) your Security Device/ Digital Secure Key and/or v) your Security Code; you are liable for all claims, losses and consequences arising from or in connection with all transactions made using the services by or with the consent of that person.

c. If you have contributed to an unauthorised transaction, you may be liable for some or all of the loss resulting from the unauthorised transaction. Ways you can contribute to an unauthorized transaction include, but are not limited to, failing to take reasonable steps to observe any of your security duties referred to in these Terms and/or any unreasonable delay in notifying us of an actual or possible disclosure to any other person of your Username or Password or Password Reset Questions or Security Code and/or unauthorised use, control or loss of your Security Device/ Mobile device on which Digital Secure Key is used.

d. If you have reported the following as soon as reasonably practicable an actual or possible disclosure of your Username or Password or Password Reset Questions or Security Code and/or unauthorised use, control or loss of your Security Device/ Mobile device on which Digital Secure Key is used. to us, and HSBC has received this report, you will not be liable for the loss incurred after HSBC has received this report unless you have acted fraudulently or negligently.

e. You are not liable for loss caused by:

i) fraudulent or negligent conduct by our employees or agents, or parties (including the HSBC Group and any relevant Information Provider) involved in the provision of the services;

ii) faults that occur in our systems, including the systems used to provide the services, unless the faults are obvious or advised by a notice or message;

iii) unauthorised transactions occurring before you have established a Username and, if applicable, Password and after the Bank received report from Customer under Clause 10.d hereof;

iv) loss or misplacement of funds caused by unauthorised transactions conducted through the use of the service as a result of a computer crime which should have been prevented by the risks control and management measures adopted by us;

v) any other transactions where it is reasonably clear that you could not have contributed to the loss.

f. Where we know or suspect a breach of security or other suspicious circumstances with respect to, or in connection with the operation with one or more of your accounts or the services generally, we may, at our absolute discretion and without any liability, refuse to act on, or delay acting on the instruction and in that event, we will, in the extent possible, inform the customer as soon as practicable.

## 11. SECURITY DEVICE/ DIGITAL SECURE KEY

- a. We will make all reasonable efforts to ensure that the Security Device/ Digital Secure Key provided to you will perform as necessary to permit access to the services as and when required.
- b. You must notify us immediately if any Security Device fails to function correctly and the only obligations that we have in respect of such Security Device is to replace the same with a new Security Device for a fee which we shall determine the rate at our discretion from time to time, except under the following conditions:
  - i) Upon the defective Security Device being returned to us within 90 days of its date of issue; and
  - ii) If we are satisfied that there is no default or negligence on your part which results in or contributes to the Security Device's failure to function correctly. Other than as specified in this Clause 11(a), we shall have no other liability in relation to this Security Device including, without limitation, liability for breach of any implied term as to satisfactory quality, merchantability or fitness for purpose of any Security Device. In addition, we cannot be held liable for any loss or damages incurred or suffered by you arising from your failure to safe-keep and/or use the Security Device in accordance with our instructions and recommendations.
- c. From February 2021, unless the Bank decides otherwise, Digital Secure Key feature shall be the default instrument (replacing Security Device) to generate Security Code for Personal Online Banking.
  - i) If you are currently using Security Device, as soon as you successfully activate Digital Secure Key feature, your Security Device shall be deactivated immediately.
  - ii) You can defer the Digital Secure Key activation within a certain period ("Deferment period") prescribed by us. During this Deferment period, you can still use your Security Device as well as the HSBC Vietnam app as usual.
  - iii) After the Deferment period ends, if you have not successfully activated Digital Secure Key feature, you can still continue to use your Security Device to access and use services available on Personal Online Banking. However, you cannot use the HSBC Vietnam app until you activate Digital Secure Key successfully.
  - iv) In case you have activated Digital Secure Key successfully but then want to switch back to Security Device, provided that the Security Device is available provided/accepted by the Bank, you shall have to follow our procedures applied at that time for changing Security code generating method as well as bear all the applicable fees and charges (if any).
  - v) When any mobile device of yours on which the Digital Secure Key feature is used (deliberately or undeliberately) become malfunction, has its security compromised or cannot maintain security measures required or recommended by the Bank, or is no longer under your own control, including (but not limited) the following circumstances: broken, damaged, lost, stolen, replaced, hacked, jail-broken or rooted or data compromised, etc., you must immediately remove that mentioned mobile device from the mobile device list registered for using HSBC Vietnam app via: (i) HSBC Vietnam app installed on another compatible mobile device (depending on the availability of the relevant features on the HSBC Vietnam app from time to time); (ii) our Contact Center, or (iii) using any other methods provided by the Bank from time to time.

## 12. ONLINE BANKING/ HSBC VN APP TRANSFER LIMIT

- a. Daily limit: is the maximum accumulative amount for all transfer transactions that the Customer can make via Online Banking/ HSBC VN App per day. From which, the daily limit is:
- i) Is set upon account opening, accepted by Customer, as the maximum daily limit granted by the Bank, which is subject to change at the Bank's discretion, from time to time;
  - ii) During account operation, Customer can register as specified by the Bank and subject to change to decrease the daily limit lower than the initial one;
  - iii) During account operation, Customer can register as specified by the Bank and subject to change to increase the daily limit higher, which, however, cannot be higher than the maximum daily limit as set by the Bank at that time;
  - iv) The change in daily limit, in reference to point ii) and iii) above, is only performed upon the Bank's acceptance of the customer registration request. The effective date of the daily limit change, referred in point ii) and iii) above, will be informed by the Bank at the time the Customer registers for change.
  - v) Following type of transactions would not be counted in daily limit:
    - Online overseas transactions to overseas banks or domestic transactions in foreign currency to local bank; and
    - Where transaction beneficiary has not been registered with the Bank via (i) Beneficiary registration form or (ii) Secured Mailbox in HSBC Online Banking; and
    - The actual processing date of the transaction is different with the date that the transaction is requested

- b. Transaction limit: is the maximum amount for a single transaction that the Customer can make via Online Banking/ HSBC VN App. From which, this transaction limit:
- (i) Upon account opening, accepted by Customer as the maximum transaction limit granted by the Bank; and
  - (ii) Not exceeding the daily limit being applied on Customer's account

## 13. SECURE EMAIL

- a. If we make this facility available to you, you may send us and we may send you secure-messages over the service through the "Email" function.
- b. If you send us a message we will aim to respond to you within two working days by email or by telephone as confirmation of receipt of your message. If this is not possible or we are not willing to answer your query or comply with your request within this timescale or at all we will aim to let you know this within two working days. No request will be implemented until we have first sent you a message as confirmation. Please be aware that once you have sent a request we may not be able to reverse it before it is implemented.
- c. You must not send us messages:
- i) in relation to matters for which there is a specific functionality on the services e.g. to notify us of a change to your address or to make a payment;
  - ii) which requires immediate attention (please telephone us instead);
  - iii) which are requests of a transactional nature e.g. share dealing or fund management instructions;
  - iv) reporting the loss or theft of cheques or credit cards (please telephone us instead);
  - v) which are offensive, frivolous or otherwise inappropriate.

- vi) If you do so we may at our absolute discretion remove the "Email" facility or terminate our Contract in accordance with clause 13(g) below.
- d. Under no circumstances should any message sent by us be construed as an offer to provide a product or service to you on particular terms or at all.

#### **14. FEES, SUPPLEMENTARY TERMS, CHANGES TO AND TERMINATION OF THE CONTRACT AND SERVICES**

- a. We reserve the right to charge fees in relation to the use and/or termination of the services and to revise such fees. We shall determine and give reasonable notice to you of the rate of any fee from time to time before they become effective which shall be binding on you if you continue to maintain or use the services on or the effective date. Fees may be collected from you in such a manner and at such intervals as we may specify.
- b. You are liable for any telephone charges and any charges made by your internet service provider as a result of the use by you of the services.
- c. You authorize us to debit any of your accounts with any charges for providing the services.
- d. When we introduce new services under the services we may provide them on supplementary terms, which will be notified to you from time to time in accordance with these Terms.
- e. The site(s) or screens with which you access the services are subject to change by us. Unless we have specifically agreed to give prior notice to you we may make such changes (including changes to layout) without notification to you.
- f. We reserve the right to change, revise or modify these Terms, the services and fees at any time, and you agree to be bound by all changes we make. We will give you a prior notice of these changes at any time as reasonably determined by the Bank or as otherwise required by law/legal regulations. Notice of any

changes to these Terms may be made by posting a notice on the service website, advertisement or such other means as we, acting reasonably, may determine. You can access the current version of these Terms from the service website.

- g. For reasons of security and to protect the interests of the Customer the Bank, at its discretion, may auto suspend the operation of Online Banking Account in circumstance where there has been no access on such Online Banking Account for a 12-months period without any further notice. In order to use Personal Online Banking service again, please contact the Bank to reregister for Online Banking service. In case that Customer requires to close all Banking Accounts (included Joint Accounts) at HSBC, the Online Banking Account will automatically close within 30 next working days.
- h. We may, without giving you notice or reason, suspend or terminate all or any of the services or their use by you. You can request termination of your use of the services at any time by giving us written notice. Your termination will be effective when we disable the services.
  - i) Clauses 3, 5(a), 6, 9, 10, and any other provisions of these Terms that are intended to survive, will survive the suspension or termination of the services and will remain in full force and effect.
  - ii) We shall not be under any duty to ensure punctual payment of bills by you. Neither shall we be under any duty to monitor payment of bills or to notify any person of the late payment of any bill.
  - iii) We shall not be under any duty to keep records of all or any bill paid. You shall print out our acknowledgement page of bills paid if you wish to keep records.

#### **15. TERMS AND CONDITIONS GOVERNING BILL PAYMENT SERVICES**

- a. We may provide bill payment services to enable you to pay bills issued by designated merchants (the “Merchants”) to you and/or to third parties (“Bill Customers”).
- b. Your Warranties and Indemnity
  - i) You warrant that you shall be responsible for punctual payment of your own bills and the bills of any Bill Customer and shall pay any interest, charges and fees imposed by the relevant Merchant in connection with any late payment.
  - ii) Where you instruct us to pay any bill by debiting your account, you shall ensure that there are sufficient funds arranged credit available in the relevant account. We shall not be liable for any consequence arising from or in connection with any instructions not carried out by us due to insufficiency of funds and/or credit facilities. We may, however at our sole discretion carry out any instructions notwithstanding such insufficiency without prior approval from or notice to you and you shall be fully responsible for any overdraft, advance or debit created as a result.
  - iii) You shall at all times indemnify us and our officers and employees, against all liabilities, claims, actions, proceedings, demands, losses, damages, costs, charges and expenses arising out of or in connection with the breach of any of the warranties given by you to us in connection with the Bill Payment services.
  - iv) Shall not persistently send messages without cause or cause threat, harassment, embarrassment, inconvenience;
- c. Complaints concerning Bills Payments and Merchants.
- d. You shall resolve directly with the relevant Merchant and, where applicable, the relevant Bill Customer any query, complaint or dispute in connection with a bill payment made to that Merchant or in connection with that Merchant’s website and/or other services, or issues relating to refunds claimed by you or

due by the Merchant to you. We 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 Merchant.

## 16. USE OF BANK COMPUTING PROPERTY

The provision of HSBC Kiosks and all other computing devices and/or terminals (“Computing Property”) are for your use at branches, roadshows and other remote locations.

By using or accessing any of the Computing Property, you agree to be bound by the following terms and conditions which we, at our sole discretion, may amend from time to time.

- a. You must not use the Computing Property for, or in connection with, any illegal purpose or activity. You must notify us as soon as possible if you become aware that the Computing Property is being used for, or in connection with, an illegal purpose or activity.
- b. You are to abide by all applicable Vietnamese laws.
- c. Notwithstanding clauses (a) and (b) above, you may not engage in:
  - i) Obscene, objectionable material;
  - ii) Post or transmit information or software containing electronic worms, viruses or other harmful components;
  - iii) Break or attempt to break into computer systems.
- d. You shall not download, install or store any third party programmes.
- e. You shall not copy, upload, post, publish, transmit, reproduce, distribute material that is copyright protected without obtaining permission from the copyright owner or rights holder.
- f. You should be aware that while we take all reasonable efforts to ensure that the Computing Property is operating properly and free from any viruses, spyware or any other malicious computing software to protect your privacy,

usage of this Computing Property provided is entirely at your own risk and Username, Passwords, Password Reset Questions, Security Codes and activities conducted via the Computing Property could be tracked and monitored by us and/or third party service providers.

- g. We shall not be liable for any loss during use of the Computing Property due to server or connection failures, errors, omissions, any third party network providers, browser providers, agents or their sub-contractors.
- h. We reserve the right to prohibit anyone from using the Computing Property in the event of any breach or failure to observe any of the terms and conditions herein.

## 17. GENERAL

- a. Communications: Communications from us are deemed to have been received by you (where delivered personally) at the time of personal delivery or on leaving it at the address last notified by you to us, (where sent by post) 48 hours after posting if the address is in Vietnam and seven days after posting if the address is outside Vietnam or (where sent by facsimile transmission, telex or email) immediately after transmitting to the facsimile or telex number or email address last notified in writing by you to us. Communications sent by you to us are deemed to be delivered to us on the day of actual receipt.
- b. Malicious Computing Software: The services are accessed through the internet, which is a public system over which we have no control. It is therefore your duty to make sure the terminal or other device that you use (save for services accessed through HSBC's Computing Property, the terms of which are set out in Clause 15 above) to access the services is free from and adequately protected against acquiring any malicious computing software ("Malware") which is any software that is developed for the purposes of; doing harm to a computer system or, infringing on your personal and private information. Malware includes but is not limited to viruses, spyware, adware,

"trojan horses" and other destructive or disruptive components. Due to the nature of the services, we will not be responsible for any loss of or damage to your data, software, computer, telecommunications or other equipment caused by you using the services unless such loss or damage is directly and solely caused by our negligence or deliberate default.

- c. Indemnity: By your access, use and/or continued use of these services Website, you signify your agreement to indemnify and to keep indemnified HSBC, its directors, employees, nominees and agents fully against all actions, liabilities, costs, claims, losses, damages, proceedings and/or expenses (including all legal costs on an indemnity basis) suffered or incurred by us including but not limited to, in connection with or arising from:
  - i) your use of the services;
  - ii) any unauthorised instructions (including but not limited to, instructions from unauthorised person(s) and/or instructions transmitted due to unauthorised use of the Username and/or Password, Password Reset Questions and/or Security Code and/or Security Device/ Digital Secure Key) that might be transmitted through Personal Online Banking or any instructions which are incomplete, inaccurate or garbled;
  - iii) the recovery of or any attempt to recover from you any monies due to us or the enforcement of any terms herein;
  - iv) any breach or non-observance of any of these Terms by you or by any other unauthorized person(s) using your Username, Password, Password Reset Questions and Security Device/ Digital Secure Key;
  - v) where you knowingly or unknowingly download and install any Malware in the terminal or other device that you use to access the services;
  - vi) reliance on any information feeds (including but not limited to stock quotes and foreign exchange rates), materials, products or services

owned or operated by third parties through any links made available via the service, nor are we liable for any failures, omissions, errors, disruptions or delays due to such information feeds owned or operated by such third parties.

- d. Severability: If any part of this agreement is held by any court or administrative body of competent jurisdiction to be illegal, void or unenforceable, such determination will not impair the enforceability of the remaining parts of this agreement.
- e. Waiver:
  - i) A waiver by us of any provision of these Terms will not be effective unless given in writing, and then it will be effective only to the extent that it is expressly stated to be given.
  - ii) A failure, delay or indulgence by us in exercising any power or right will not operate as a waiver of that power or right. A single exercise or partial exercise of any power or right by us does not preclude further exercises of that power or right or the exercise of any other power or right.
  - iii) Our rights and remedies under these Terms are cumulative and do not exclude other rights and remedies provided by law.
- f. Benefits to the HSBC Group: You acknowledge that where these Terms confer a benefit on us, the benefit is also conferred on each member of the HSBC Group and is enforceable by us or any member of the HSBC Group. These Terms may be amended by us without the need to obtain the consent of any members of the HSBC Group or any Information Providers.
- g. Governing Law and Jurisdiction: The services and these Terms are governed by and must be construed in accordance with the laws of Vietnam. This Agreement is made into Vietnamese and English. In case of any discrepancies between the English and Vietnamese versions, the Vietnamese version shall prevail.

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## PHONE BANKING SERVICES TERMS AND CONDITIONS

**IMPORTANT!** Before you use the “Phone Banking Services”, please read carefully these Terms and Conditions, which set out the Bank's obligations to you and your obligations to the Bank. By using “Phone Banking Services”, you are deemed to have accepted the Terms and Conditions printed below, as the same may be amended from time to time, and agree to be bound by them.

### 1. Interpretation

In these Terms and Conditions:

“**Account**” means any or all personal accounts (as the context may require), including Dedicated Transferor Account(s) and Credit Card Account(s) (as defined below), opened or to be opened from time to time with the Bank (as defined below) with which the Phone Banking Services (as defined in Clause 3 below) is established.

“**Bank**” (or “**HSBC**”) means HSBC Bank (Vietnam) Ltd. and its transaction center, branches, transaction offices.

“**Credit Card**” means a credit card issued by the Bank to the Customer (as defined below).

“**Credit Card Account**” means a credit account established in conjunction with the issuance of a Credit Card.

“**Customer**” means the natural person who has applied for the use of Phone Banking, and/or the person to whom one or more of the Credit Cards are issued by the Bank (including primary cardholder and supplementary cardholder) and to whom the Phone Banking Services are applicable.

“**Dedicated Transferor Account**” means the account maintained with the Bank for the time being designated by the Customer for the purpose of making withdrawal of funds in relation to the Phone Banking Services.

“**Personal Identification Number**” (or “**PIN**”) means the code number issued by the Bank to the Customer in connection with the use of the Phone Banking Services for the purpose of identification in giving instruction to the Bank by telephone or such other number(s) substituted by the Customer and accepted by the Bank from time to time.

“**Phone Banking Services**” means the services provided by the Bank for the conduct of the Transactions (as defined below), including (i) Transactions which may be conducted at all hours with the assistance of a staff of the Bank upon

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instructions of the Customer via the telephone, (ii) Transactions which may be conducted at all hours using the automated service via the telephone by the Customer without the assistance of a staff of the Bank and (iii) such other Transactions which the Bank may make available from time to time.

“**Transaction**” means any dealing on the Customer’s account as well as the utilization and obtaining of other banking services and information which the Bank may arrange from time to time upon such terms as the Bank may impose.

Words importing the singular number shall include the plural number and vice versa. Words importing any gender shall include any other gender.

### 2. Consideration

- (a) In consideration of the Bank agreeing at the request of the Customer to provide the Customer with the use of Phone Banking Services, the Customers agrees to use Phone Banking Services in accordance with these terms and conditions.
- (b) The Customer shall be liable and be bounded by these terms and conditions both jointly and severally when the Accounts are joint accounts.

### 3. Operation of Phone Banking Services

The Customer may use PhoneBanking Services to:

- (a) enquire as to the balance of Account;
- (b) obtain information on recent transactions performed on Account;
- (c) transfer of funds from the Dedicated Transferor Account to the Credit Card Accounts of the Customer with which the PhoneBanking Services are established within the pre-defined dedicated transfer limits;
- (d) activate the Credit Card(s);
- (e) perform other types of banking and credit card services as the Bank may from time to time introduce.

### 4. The Customer hereby:

- (a) acknowledges that the PIN may be sent to the Customer by post or may be collected by the Customer at the branch of account or as arranged by the Bank. Any person collecting the PIN on behalf of the Customer, and purporting to be duly authorized in writing by the Customer shall be deemed by the Bank to be so authorized.
- (b) agrees that (i) the Bank is expressly authorised to act on any telephone instruction given through the use of the Phone Banking Services where such

telephone instruction is given together with the PIN; (ii) the Bank shall be entitled to treat such telephone instructions as valid and correct and given by the Customer; (iii) the Bank shall not be liable for acting upon such telephone instruction; and (iv) the Bank shall not be under any duty seek any verification other than the PIN and shall not be under a duty to verify the identity of the Customer;

- (c) undertakes to keep the PIN strictly confidential at all times and agree not to disclose the same to any third party or any unauthorised persons under any circumstances and the Customer confirms that he/she will not keep any written record of the PIN in any place or manner which would enable a third party or any unauthorised person to have access to the same. The Customer is requested not to substitute the PIN supplied to him/her by the Bank with a number which corresponds with the Customer's telephone number, personal identity or passport number, date of birth or other similar identification number which could facilitate an unauthorised person to effect a telephone instruction. In the event that any unauthorised person uses the Customer's PIN to effect a telephone instruction, the Customer shall immediately notify the Bank pursuant to sub-clause 4(d) below and agree to co-operate and provide reasonable assistance to the Bank, the police and to any other persons the Bank may consider appropriate for the purposes of conducting an investigation. The Customer understands and agrees that he/she shall hold the Bank harmless and keep the Bank indemnified in respect of any transaction undertaken by or any amount transferred by the Bank pursuant to a telephone instruction if the transaction or the transfer of the underlying funds was made through an instruction given together with the Customer's PIN before the Customer notifies the Bank in accordance with sub-clause 4(d) below;
- (d) undertakes to notify the Bank immediately in writing upon becoming aware that the PIN has or may have become known to any unauthorised person. The Bank will not be liable for any loss (direct or consequential) arising from the use of the Phone Banking Services until such time as the Bank receives such written notification. Upon receiving such written notification, the Bank will no longer accept any telephone instruction given through the use of the Phone Banking Services until a new PIN has been issued to the Customer, and shall not be liable for any loss incurred as a result;
- (e) agrees to ensure that there are sufficient funds in the Customer's Account(s) and credit facilities for the purpose of effecting the telephone or other instructions given from time to time and the Bank shall not be deemed to be

under any obligation whatsoever to effect any telephone instruction whereby the amount to be transferred exceeds the balance of the Dedicated Transferor Account nor shall the Bank be liable for any consequence arising out of the Bank's failure to carry out such instructions due to inadequacy of funds and/or credit facilities. However, the Bank may, at its discretion, effect such instructions notwithstanding the inadequacy of funds and/or credit facilities and without seeking prior approval from or notice to the Customer. In which case, the Customer shall be responsible for the resulting overdraft, advance or credit arisen as a result of such instructions.

- (f) the Customer shall promptly notify the Bank should the sole Dedicated Transferor Account be converted into a joint account in which the joint signing authority accords to its joint account mandate and the Bank reserves the right to terminate the provision of the Phone Banking Services as the Bank in its absolute discretion thinks fit.
- (g) agrees that any foreign exchange rate or interest rate quoted by the Bank in response to a telephone instruction is for reference purposes only and shall not be binding on the Bank unless confirmed by the Bank for the purpose of a transaction. Such confirmed foreign exchange rate or interest rate, if accepted by the Customer through the Phone Banking Services, shall be absolutely binding on the Customer notwithstanding that a different foreign exchange rate or interest rate might have been quoted by the Bank at the relevant time through other means of communication;
- (h) agrees that the Bank shall not be liable to the Customer for any failure to carry out any telephone instruction where such failure is attributable, whether wholly or in part, to any cause beyond the Bank's control including any act of God, government act or act of any governmental officer, war, flood, fire, disruption or failure in any communication facilities, telecommunication breakdown, equipment malfunction or failure, loss of power, explosion, accident, civil commotion, industrial dispute or any other kind of force majeure and under no circumstances shall the Bank be responsible to the Customer for any indirect or consequential losses arising out of or in connection with the carrying out or failure to carry out a telephone instruction;
- (i) Undertakes to keep the Bank indemnified at all times against, and to hold the Bank harmless in respect of, all actions, proceedings claims, losses, damages, costs and expenses which may be through against the Bank or suffered or incurred by the Bank and which shall have arisen either directly or indirectly out of or in connection which the Bank accepting telephone instructions and

acting of failing to act thereon unless such losses or claims arise directly out of the willful default of the Bank and such indemnity shall continue notwithstanding that the Customer may have ceased to use the Phone Banking Services or the Bank has ceased to offer the same;

- (j) agrees that, with respect to joint accounts, telephone instructions given through the use of the Phone Banking Services will be binding upon the Customer when given by any one of the joint account holders and the Bank shall be entitled to rely on the same as if each of the joint account holders had expressly authorised such telephone instruction;
- (k) understands and agrees that the Customer's right to give telephone instructions pursuant to the Terms and Conditions herein shall at all times be subject to the discretion of the Bank and that the Bank may at any time revoke such right without prior notice and/or cancel the PIN at any time as the Bank deems appropriate for whatever reason without prior notice;
- (l) acknowledges that he/she shall, in addition, be bound by the account mandate and the general terms and conditions governing the types of accounts in connection with the Phone Banking Services and in case of conflict between the said account mandate and/or general terms and conditions and these Terms and Conditions, the latter shall prevail in respect of transactions conducted by the telephone using the Phone Banking Services;
- (m) the Bank shall keep a system-generated record of all transactions conducted by the Customer using the Phone Banking Services and that transaction and/or associated charges (if any) will also be recorded on statements of account, which will be sent to the Customer at monthly intervals pursuant to the general terms and conditions unless otherwise requested;
- (n) agrees to examine each statement of account received from the Bank to determine if there are any errors, discrepancies or unauthorised entries (which were made after the Customer notified the Bank in writing that the PIN had or may have become known to any unauthorised person pursuant to sub-clause 4(d) above) associated with transactions conducted by telephone using the Phone Banking Services and to notify the Bank in writing of the same within 45 days from the transaction date which appears in the underlying statement of account;
- (o) agrees that he/she will be deemed to have waived any rights to raise objections or pursue any remedies against the Bank in respect of the statement of account unless he/she notifies the Bank within 45 days from the transaction date which

appears in the underlying statement of account and that such record shall thereafter be conclusive and binding on the Customer;

- (p) agrees that system-generated report referred to in sub-clause 4(m) above shall be accepted as conclusive evidence of all transactions carried out by the Customer using the Phone Banking Services in the case of any dispute which the Customer reports to the Bank in writing 45 days from the transaction date which appears in the underlying statement of account;
  - (q) acknowledges that the system-generated report referred to in sub-clause 4(m) above shall be kept by the Bank for no longer than six months and that thereafter the statement of account shall be used as conclusive evidence of the transactions recorded therein;
  - (r) acknowledges that the Bank shall not be liable for any damages incurred by the Bank acting in compliance with any telephone instruction given together with the PIN through the use of the Phone Banking Services unless such loss or damage is directly caused by gross negligence of the Bank or its employees and agents acting within the scope of their authority; and
  - (s) agrees that once he/she has given an instruction by telephone together with the PIN using the Phone Banking Services it cannot be cancelled.
5. The Bank receives the right to impose such service fees and/or other from time to time as the Bank thinks fit and the Customer hereby authorises the Bank to debit the Customer's Account in an amount equal to such fees and charges when due provided that prior notice of such fees and charges has been given to the Customer.
  6. If there is more than one Customer in respect of particular Account then under the provision herein (i) the liabilities and obligation of each of them shall be joint and each several, (ii) references to the Customer shall be construed, as the context requires, to any or each of them, (iii) each of them shall be bound even through any other Customer or any person intended to be bound hereby in not, and (iv) the Bank shall be entitled to deal separately with a Customer on any matter, including the discharge of any liability to any extent, without effecting the liability of any other Customer.
  7. The bank may, in its sole discretion, but shall have no obligation to, require the Customer to confirm any telephone instructions given to the Bank using the Phone Banking Services in writing, signed by the Customer, prior to acting on such telephone instructions. Notwithstanding any provision herein, and in particular sub-clause 4(d), the Bank reserves the absolute right (but shall have no obligation) not to effect or act upon any telephone instruction with is deems in its sole discretion to be unclear, contradictory or deems to have been given by an

unauthorised person and shall not be liable to the Customer for the exercise of such discretion.

8. The Bank reserves the right to add, delete or vary the scope of the Phone Banking Services and/or any of the Terms and Conditions on which such Phone Banking Services is offered from time to time as the Bank in its absolute discretion thinks fit. The Bank shall give notice of such amendment to the Customer and use by the Customer of the Phone Banking Services after the date upon which any change to the Terms and Conditions is to have effect (as specified in the Bank's notice) will constitute acceptance without reservation by the Customer of such change and such change will be deemed an integral part of these Terms and Conditions. If the Customer does not accept any proposed change, the Customer is free to cancel the Phone Banking Services by notifying the Bank in accordance with Clause 11 below.
9. Any notice given by the Bank hereunder will be deemed to have been received by the Customer within five days of posting to the Customer's address last notified in writing to the Bank. If there is more than one Customer, such notice shall be binding upon each Customer upon the Bank serving notice to any of them. Publication of any changes by such means as the Bank may consider appropriate will also constitute effective notice to the Customer of such changes.
10. The Customer hereby authorises the Bank to hold and disclose information from time to time about the Customer, the Account(s) and the use of the Phone Banking Services to the competent state bodies as the Bank in its discretion deems necessary or is required to do so under the law.
11. The Customer acknowledges that if he/she wishes to cancel the use of the PIN allocated to him/her by the Bank or any services offered through the Phone Banking Services, the Customer must notify the Bank of such cancellation in writing.
12. The Customer understands that the Phone Banking Services will be terminated under the following conditions:
  - pursuant to Clause 11 above, the Customer informs the Bank in writing of his/her wish to terminate the Phone Banking Services;
  - when the Customer's Account(s) with the Bank are closed;
  - when the Bank ceases to provide the Phone Banking Services at its discretion or as required by law.

13. The Bank reserves the right to not follow any instruction at its discretion if it believes the transaction is prohibited under the laws of the Socialist Republic of Vietnam or any applicable country/region or territory, and shall not be liable to the Customer for the exercise of this discretion.
14. The Customer will defend and indemnify the Bank against any all liabilities, costs and losses whatsoever and howsoever and wherever arising in connection with the provision by the Bank of the Phone Banking Services to the Customer. The Bank may debit the Account(s) of the Customer with any such liabilities, costs and losses.
15. The Customer waives any claim against the Bank arising out of the compliance by the Customer with requirements of the Bank under these Terms and Conditions or any agreement, letter or document referred to in these Terms and Conditions.
16. The Customer further waives any claim against the Bank for any action taken by the Bank under these Terms and Conditions or any document or matter contemplated by them.
17. These Terms and Conditions are made in English and Vietnamese and both shall have equal validity.

These Terms and Conditions shall be governed by and construed in accordance with the laws of the Socialist Republic of Vietnam. In the event of a dispute, the Customer and the Bank agree that the dispute shall be submitted to a competent court in Vietnam for resolution

## CHEQUE TERMS AND CONDITIONS

1. A cheque book, if agreed by the Bank, will be issued to the Customer when opening Account(s).
2. The Customer shall ensure that cheque book(s) shall be kept in a safe place at all times and, as necessary, under lock and key so as to be inaccessible to unauthorised persons.
3. Cheques must be drawn in VND or in other foreign currencies subject to the laws of Vietnam.
4. Cheques must be presented for payment within 30 (thirty) days from the date of issuance (or on the next Business Day if such expiry date falls on a non-Business Day) or within a period as may be otherwise required by the laws of Vietnam from time to time.
5. Cheques issued by the Customer can only be cashed or be transferred to a designated account when being presented at any branches or transaction offices of the Bank.
6. When a cheque or a cheque book is lost or stolen, the Customer must immediately report such loss in writing to the Bank.
7. All cheques must be written in non-erasable ink or ball-point pen in Vietnamese or English and be signed in conformity with the specimen signature registered with the Bank.
8. The Customer should exercise carefully when withdrawing cheques and agrees that Customer will not withdraw cheques by any means and/or in any manner which may enable a cheque to be altered or may facilitate fraud or forgery.
9. Cheques may not be altered or amended in any way even if such alteration or amendment is confirmed by the signature or initials of the drawer. The Customer acknowledges that the Bank will not be held responsible for losses arising from alterations which cannot be readily detected.
10. Applications for a new cheque book may be made by presenting the Bank's duly completed and signed cheque book application form from the Bank or by any other means acceptable to the Bank. The Bank, at its discretion, may refuse to issue a cheque book.
11. The Bank shall, upon receipt of a cheque book request, deliver the required cheque book to the Customer at any branches or any transaction offices of the Bank. The Customer will sign a receipt for the cheque book.
12. Upon receipt of a new cheque book, the Customer must verify the cheque serial numbers printed on the cheques as well as the number of cheques before use. Any irregularities must be immediately reported to the Bank.
13. The Customer agrees that he/she will be bound by the conditions printed on the inside cover of the cheque book and by other conditions in force.
14. The Bank shall be entitled to require the Customer to take such steps as may be necessary or desirable in the discretion of the Bank to ensure that all cheque transactions comply with the laws of Vietnam and/or any clearing system established in Vietnam.
15. In relation to foreign currency cheques only, the Customer undertakes only to use cheques in accordance with Vietnamese Law which imposes certain restrictions on making payments in Vietnam in foreign currency. The Bank has no responsibility to ensure a payment is lawful but may refuse to make a payment if the Bank is not satisfied that it is lawful.
16. The Bank shall not be liable to the Customer or any other person if, in fact, a cheque was not properly authorised by the Customer or the person to whom payment is ultimately made is not entitled to receive such payment or if the Bank would have been entitled to dishonour the cheque for any other reason.
17. The Bank shall not be liable to indemnify the Customer for any loss suffered by the Customer as a result of any fraudulent or forged cheque being honoured by the Bank except in circumstances where the Bank has received advice in accordance with these terms and conditions that that cheque had been lost, destroyed or stolen and that it should be stopped prior to the Bank's honouring the cheque.

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18. The Bank reserves the right to impose a service charge in respect of returned or overdrawn cheques and to apply any further penalties or sanctions permitted or required by the laws of Vietnam.
19. The Customer may not draw against uncleared cheques or deposits. The Bank will have the right to determine when a cheque or deposit has been cleared.
20. If an amount is credited to Customer's Account incorrectly, the Bank may debit the Customer's Account with such amount in accordance with the Procedures identified in Article 9 – The General Terms and Conditions of the Bank.
21. The Bank will not be responsible to the Customer if a cheque or other instrument sent for collection is not collected or paid.
22. Capitalised terms used in these terms and conditions shall have the same meaning as provided in the General Terms And Conditions (which can be found at [www.hsbc.com.vn](http://www.hsbc.com.vn) or at any branches or transaction offices of the Bank).
23. Usage of cheque by Customer shall also be governed by the General Terms And Conditions of the Bank. In case of any inconsistency between these terms and conditions and the General Terms And Conditions, the General Terms and Conditions shall prevail.
24. The Bank reserves the right to amend any of these General Terms and Conditions from time to time as it deems appropriate in its absolute discretion. Such amendments will take effect upon the Bank giving notification to the Customer (unless otherwise advised in the notification) using such means of notification as the Bank shall deem appropriate (including but not limited to display in the premises of the Bank or any of its offices or in the Statements of Accounts or in the Bank's website or by such other method as the Bank may decide). The use of the Service and Accounts after the effectiveness of amendment will constitute acceptance by the Customer to be bound by such amended General Terms and Conditions. If the Customer does not accept the proposed amendments, the Customer must immediately notify the Bank and cancel or terminate the Service with the Bank and close Account(s).

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## TERMS AND CONDITIONS OF TIME DEPOSIT ACCOUNT AND SAVINGS DEPOSIT ACCOUNT

1. The Customer can perform transactions in respect of the Time Deposit Account and Savings Deposit Account within the network of HSBC Bank (Vietnam) Ltd. (“The Bank”)
2. The Customer can verify the information of Time Deposit Account and Savings Deposit Account at the Bank’s Branches/ Transaction Offices, via Personal Online Banking or Contact Center.
3. The Customer is responsible for the maintenance of, and shall not tear, erase or change information on the Time Deposit Advice/ Savings Card. The Customer must notify the Bank in writing in case where the Time Deposit Advice/ Savings Card is crumpled, wrinkled, torn, lost. Upon the completion by the Customer of all necessary verification procedures as required by the Bank, the Bank shall proceed to the withdrawing/ closing of Time Deposit Account and Savings Deposit Account.
4. The Time Deposit Advice/ Savings Card is only valid for the account holder and joint account holders named herein.
5. The Customer must present the Time Deposit Advice/ Savings Card, valid Citizen Card or ID or passport, valid visa, or other documents accepted by the Bank and must use the same signature as registered with the Bank when performing transactions relating to the Time Deposit Account/ Savings Deposit Account, including but not limited to withdrawal or update of deposit instructions.

### 6. Deposit Interest

#### 6.1 Components for Interest Calculation

- a. Interest Period: From and including the deposit placement date and not including maturity date.
- b. Actual Balance: Principal amount to be maintained during the Interest Period.
- c. No. of days has actual balance: no. of days has unchanged actual balance.
- d. Interest rate:

Interest rate per annual on the basis of one (1) year having 365 days stipulated by the Bank from time to time and is fixed during deposit’s tenor. The total offered interest rates (including preferential online rates, where applicable), shall be, at all times, comply with relevant regulations provided by the State Bank of Vietnam. Customer(s) may contact the counter of the Bank’s branches and transaction offices or refer to the Bank’s public website [www.hsbc.com.vn](http://www.hsbc.com.vn) to know the interest rate.

#### 6.2 Interest Calculation

Interest Amount

$$= \frac{\sum(\text{Actual Balance} \times \text{No. of days has actual balance} \times \text{Interest Rate})}{365}$$

The interest rate provided by these Terms and Conditions shall be equal to the interest rate calculated in accordance with the method prescribed by the regulation.

#### 6.3 Interest Payment

For Savings Deposit, interest payment shall be made at maturity. For Time Deposit Account, interest payment shall be made monthly or at maturity. In case the maturity date falls into weekends or national holidays per local regulation, principle and interest payment will be made in the following working date.

7. If the Customer does not withdraw his deposit at maturity, issues no instruction or unclear instruction, the Bank shall automatically renew the deposit plus interest for the same period with prevailing interest rate at the time of renewal.
8. In the event of early termination of a Time Deposit Account or Savings Deposit Account or ownership transfer of the Time Deposit or Savings Deposit before the maturity date and such action is accepted by the Bank, the Customer will receive the lowest demand deposit interest rate as applied by the Bank at the time of termination.
9. The Customer should maintain the updated personal information with the Bank when opening/ renewing Time Deposit Account(s) or Savings Deposit(s). If the

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Customer's information recorded at the Bank does not meet the local regulation at point of opening/ before renewal date, the Bank will:

9.1 with respect to Time Deposit Account:

- a. close Time Deposit Account(s) of the Customer and credit both principles and interest amounts (if any) to the Customer's active transactional account(s) (Current Account(s)/ Savings Account(s)) which is/are being maintained at the Bank in the same currency with the Customer's Time Deposit Account(s); or
- b. automatically continue to maintain the principles and interests accrued (if any) in the Customer's Time Deposit Account(s) with 0% p.a. interest rate if the Customer does not maintain any active Current Account(s)/ Savings Account(s) in the same currency with the Customer's Time Deposit Account(s) at the Bank.

9.2 with respect to Savings Deposit: automatically continue to maintain principles and interests accrued (if any) in Savings Deposit(s) and apply 0% p.a. interest rate to these deposit(s) if the deposit(s) is/are not withdrawn by the Customer on maturity date.

10. If Time Deposit Account(s) is/are opened via Personal Online Banking, the Bank will check its opening eligibility on the following working date of the Bank. If the Customer's personal information recorded with the Bank does not meet the local regulatory requirements, the Bank will:

10.1 close the Customer's Time Deposit Account(s) and credit both principles and interest amounts (if any) to the Customer's active transactional account(s) (Current Account(s)/ Savings Account(s)) which is/are being maintained at the Bank in the same currency with the Customer's Time Deposit Account(s); or

10.2 automatically continue to maintain the principles and interests accrued (if any) in the Customer's Time Deposit Account(s) with 0% p.a. interest rate if the Customer does not maintain any active Current Account(s)/ Savings Account(s) in the same currency with the Customer's Time Deposit Account(s) at the Bank.

11. The Time Deposit and Savings Deposit can be used as collateral or guarantee for loans at the Bank. The Time Deposit and Savings Deposit cannot be used as

collateral or guarantee for loans at any other banks except when approved by the Bank.

12. In case where the Customer has a need to transfer ownership of the Time Deposit and Savings Deposit, the Customer must follow the Bank's guidance and comply with the applicable regulations.

13. In case where the Customer has foreign exchange conversion between two currencies to book the deposit, the Customer agrees to be conclusively bound by the rate of exchange quoted by the Bank at the time of conversion in compliance with applicable regulations of foreign exchange.

14. The Bank shall have the right adjust the minimum amount and minimum tenor for all deposits from time to time, without prior notice.

15. In case where the Customer's current account is frozen, closed, temporarily locked or in any other circumstances where the status of the Customer's current account is changed, the Bank shall consider on a case by case basis and provide guidance to the Customer in accordance with the Bank's internal policy and the applicable laws.

16. The rights and obligations of the Customer and the Bank are prescribed in these Terms and Conditions in accordance with the applicable laws and regulations from time to time.

17. These Terms and Conditions are set out in a bilingual document, Vietnamese and English. In case of any discrepancies between Vietnamese and English, the Vietnamese text shall prevail.

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**TERMS AND CONDITIONS OF HSBC PREMIER BY SALARY AND HSBC PREMIER BY MORTGAGE**

*(This Terms and Conditions takes effect from 24/02/2021)*

1. “HSBC Premier by Salary” and “HSBC Premier by Mortgage” (the “**Premier by Status**” in general) are applicable for customers who satisfy any of the following conditions (“**Customer**”) and take effect from the date Customer opens account or upgrades to Premier by Status successfully. (“**Entry date**”)
  - i. HSBC Premier by Salary: customer is receiving a monthly salary of at least VND 100 million (or its foreign currency equivalent) into account opened at HSBC Bank (Vietnam) Ltd. (the “**Bank**”);
  - ii. HSBC Premier by Mortgage: customer is holding a mortgage at HSBC: (1) customer is disbursed with debt balance of at least VND 2.5 billion at the time customer opens account or upgrades to Premier by Status; and (2) loan amount equal or less than 60% of the value of the mortgaged property and having salary credited to HSBC account.
2. During the Period, depending on the Bank’s approval, Premier by Status Customer may be re-classified to HSBC Premier Customer in case Customer requests and qualifies for the criteria of HSBC Premier. Methods and processing of the request will be subject to the Bank’s instruction from time to time.
3. The Premier by Status is not applicable to customer who used to be reclassified to Personal Banking from HSBC Premier (include HSBC Premier Customer and Premier by Status Customer).
4. Except for terms and conditions provided by this Terms and Conditions or other terms and conditions in specific case(s), Premier by Status Customer agrees to be bound by the Terms and Conditions, Tariffs applied for HSBC Premier Customer (*Premier Service Fee only applies if Total Relationship Balance for the month falls below required minimum balance*).
5. The Bank reserves the right to terminate Premier by Status of Customer if Customer cannot maintain the respective criteria of the Premier by Status given by Article 1 of this Terms and Conditions. Specifically,
  - For HSBC Premier by Salary: (1) Monthly salary credited into Customer’s HSBC account less than VND 100 million or (2) no salary, in three (03) consecutive months.
  - For HSBC Premier by Mortgage: Customer holds no eligible mortgage at the Bank.
6. This Terms and Conditions will be deemed an integral part of the Premier Master Account Terms and Conditions of the Bank.
7. The Bank reserves the right to reject any application form or upgrade form applied for the Premier by Status that is illegible, unclear, incomplete and/or not accompanied by supporting documents following internal policies of the Bank.
8. These terms and conditions are made in English and Vietnamese. In case of discrepancies between the English and Vietnamese versions, the Vietnamese version shall prevail.

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## **HSBC PREMIER CREDIT CARD CARDHOLDER AGREEMENT**

**IMPORTANT!** Before the Customer's use of HSBC Premier Credit, please read carefully the Cardholder Agreement ("the Agreement") printed below. By using the Card you are accepting the Terms and Conditions set out below and will be bound by them.

The HSBC Premier MasterCard Credit Card ("the Card"), is issued by HSBC ("the Bank")

on the following terms and conditions:

### **1. General Responsibility of Cardholder**

- 1.1 The person to whom the Card is issued ("Cardholder") will sign the Card immediately upon receipt and will not permit any other person to use it and will at all times safeguard the Card and keep it under Cardholder's personal control.
- 1.2 The Cardholder will be responsible for all credit card facilities granted by the Bank in respect of the Card and for all Card Transactions effected by the Cardholder (whether voluntarily or otherwise) as well as all related charges hereunder, notwithstanding the termination of this Agreement.
- 1.3 Cardholder shall use the Card only for legal purposes and in accordance with Vietnamese laws. Cardholder shall not use the Card for money laundering, terrorist financing, fraud, cheating, or any other illegal purposes.

### **2. Credit Limit**

- 2.1 Each Card is assigned a credit limit that applies to both purchase and cash advance transactions ("the Card Transaction"). Cash advance may be subject to a further cash limit equal to or smaller than the credit limit. For your own credit limit, please refer to the Bank's approval for your credit card application and your card statement. The Bank may at its discretion allow for any Card Transaction exceeding the credit limit or cash limit, and reduce these limits according to the result of its credit risk assessment of you or the Card Account, only with a prior notice to you as required by law.

- 2.2 In addition to the above, the Bank may from time to time vary the credit limit as provided below or by notice to the Cardholder. The Cardholder may apply for a review of his/her assigned credit limit at any time. The Bank may as its sole discretion (but shall not be obliged to) increase the credit limit from time to time. Concurrently, the Bank may at its sole discretion, subject to reasonable assessment of the credit risks associated with the Card Account or the Cardholder based on information available to the Bank, reduce the credit limit to such amount as it thinks fit with a reasonable prior notice to the Cardholder in any form.

- 2.3 Where the granted credit limit has been exceeded, the Cardholder is required to promptly settle the exceeding amount even there is no request for payment from the Bank. If the Cardholder does not promptly settle such amount, the Bank shall temporarily block the Card until the exceeding status no longer exists. The Bank's permission to effect a Card Transaction that causes the exceeding credit limit shall not constitute the Bank's agreement to increase the Card credit limit on a long term basis.

### **3. Cash Advance and Card Transactions**

- 3.1 Cash advance shall include all cash withdrawals made from the Card Account including, without limitation, cash withdrawals from any funds earlier transferred or otherwise credited to the Card Account. Cash advances will be subject to cash advance fee for an advance made from an ATM or through any other channels. A finance charge (as specified in the HSBC Premier Credit Card Fees and Charges) will be applied to each cash advance from the date of the cash advance, until all cash advances are paid in full. The Bank may by notice to the Cardholder modify the fee and/or handling charges from time to time.
- 3.2 The Bank accepts no responsibility for the refusal of any merchant establishment to honour the Card. Nor will the Bank be responsible in any way for any goods or services supplied to the Cardholder. No claim by the Cardholder against the merchant establishment will relieve the Cardholder from any obligation to the Bank hereunder. In particular, the setting up, modification or termination of direct debit authorization instructions for any regular payment to be charged to the Card Account is strictly between the Cardholder and the respective merchant establishment(s). The Bank reserves

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the right not to set up, modify or terminate any such arrangement in the event of any dispute between the Cardholder and the merchant establishment.

- 3.3 A Card Transaction shall appear on Credit Card Statement when information relating to the transaction is posted to the Bank from card acceptance units, which is normally after the date on which such Card Transaction is made. Therefore, the actual transaction date and the system posting date (i.e. the date when Card Transaction appears on Credit Card Statement) shall be different from each other.

#### 4. Card Benefits

The Bank may from time to time introduce new products/services to be made available to Cardholders which shall be governed by specific terms of such products/services and, in case of any conflict between these specific terms and the terms herein, the former shall prevail.

##### 4.1 Card Instalment Plan

- (a) With respect to HSBC Credit Card's Instalment Plan, Cardholder may participate in this program by calling HSBC's Customer Service Hotline or being contacted by HSBC's Customer Service Hotline. Terms and conditions of HSBC Credit Card's Instalment Plan shall apply once the Cardholder agrees to participate in this program via phone call. It is suggested that Cardholder should refer to the terms and conditions of HSBC Credit Card's Instalment Plan before participation. Details as well as terms and conditions of this program can be referred to at our website [www.hsbc.com.vn/Credit\\_card/Instalment\\_program](http://www.hsbc.com.vn/Credit_card/Instalment_program).
- (b) Any Credit Card Instalment plan will be governed by the terms and conditions applicable to the plan, available at the merchant outlets where Cardholders apply for the plan. In case of any conflict between such terms and the terms herein, the former shall prevail.

##### 4.2 ATM facility

Where an ATM facility has been incorporated in the Card so that it may be used to effect banking transactions by electronic means, whether at Automated Teller Machines ("ATMs") or otherwise, the use of such facility will be subject to HSBC Debit Card Terms And Conditions, which is available

at [www.hsbc.com.vn](http://www.hsbc.com.vn) or at HSBC's branches (for which purpose the Card Account will be "the Cardholder's Account") in addition to these terms and conditions.

##### 4.3 Customer Service Hotline

The utilisation of the services provided by Customer Service Hotline is governed by HSBC Phone Banking Services Terms and Conditions available at [www.hsbc.com.vn](http://www.hsbc.com.vn) or at HSBC's branches.

#### 5. Loss, Theft or Misuse of Card or PIN

Loss, theft or misuse of any Card or PIN (jointly referred to as "misused card") should be reported immediately upon discovery to the Bank's Customer Service Hotline at (84 28) 37 247 666, or to any member of MasterCard International if the Cardholder is in overseas. The Cardholder shall officially confirm such notice in writing or by lawful data message to the Bank.

- 5.1 If the Card is misused before the Bank provides confirmation in writing or in a legally valid data message that it has processed the notice received from the Cardholder, the Cardholder shall be fully liable for loss and shall be liable to compensate for loss caused by misuse of the Card;
- 5.2 If the Card is misused after the Bank provides confirmation in writing or in a legally valid data message that it has processed the notice received from the Cardholder, the Bank shall be liable for loss and shall be liable to compensate for loss caused by misuse of the Card.

#### 6. Statement

- 6.1 A statement will normally be sent to the Cardholder monthly on the Statement Date ("Statement Date") with details of (i) the total amount outstanding on the Card Account ("Statement Balance"), (ii) the minimum sum to be paid by the Cardholder in respect of the Statement Balance as determined by the Bank ("Minimum Payment Due"), (iii) such part of the Minimum Payment Due that is payable immediately and (iv) the date by which the remaining payment must be made to the Bank ("Payment Due Date"). If no transactions takes place within the statement cycle date, the Statement Balance will not be generated for that month and any transaction occurring after the statement

generation date will be shown on the following month's Statement Balance. Payment of any part of the Statement Balance affected by cash or other means will be accepted on and subject to the Bank's normal terms and conditions.

6.2 The Cardholder should notify the Bank in writing form provided by the Bank of any transaction in any statement that was invalid or unauthorized by the Cardholder within sixty (60) days from the transaction date. If the Cardholder fails to report within the said period, the transaction(s) shown on the statement will be considered correct and the Cardholder shall be responsible for payment of such transactions in accordance with the Bank's policy. The Bank shall not be responsible for any complaint or dispute made after this time limit. Where the Cardholder reports an invalid or unauthorized transaction, the Bank will carry out the verification requirements within five (05) working days since the date of receiving proper notification from the Cardholder. The Bank may consider to temporarily refund the disputed amount to the Cardholder's Card Account (except dispute transactions related to cash withdrawal from ATM) and may consider not to impose any interest or finance charges on such disputed amount while it is under investigation by the Bank. If, following a good faith investigation by the Bank, the investigation results (which shall be binding on the Cardholder) show that the report made by the Cardholder was unfounded, the Bank reserves the right to collect the temporarily refunded amount and re-impose the interest of finance charges on the disputed amount over the whole period, including the investigation period.

6.3 The Bank may send the Statement Balance in any form it deems appropriate including, without limitation, an electronic Statement Balance which is applied for Cardholders who are using Personal Online Banking service or a PDF Statement Balance sent to Cardholders' emails registered with the Bank. In any event, the Bank, at its sole discretion, may send printed or paper-based Statement Balance whenever it deems necessary.

## 7. Payments

7.1 All fund transfers except for Cash-back rewards from HSBC Promotions and/or Reward Programme into or credits made to the Card Account will be applied by the Bank to reduce the existing outstanding balance in the Card Account which, if exceed the said outstanding balance, will be applied to fund future Card Transactions as and when they are debited to the Card Account.

7.2 Payments and credits to the Account may be applied in the following order: firstly, finance charges, cash advance fees, card replacement fee, service

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charges, late charges, annual member fee, any legal and collection fees; and lastly, the outstanding principal amount of the Transactions; or in any order as the Bank considers appropriate without prior reference to the Cardholder.

7.3 All Card Transactions effected in currencies other than Vietnam Dong will be debited to the Card Account after conversion into Vietnam Dong at a rate of exchange determined by reference to the exchange rate adopted by MasterCard International on the date of conversion, plus an additional percentage levied by the Bank and any transaction fee(s) charged by MasterCard International to the Bank, if applicable, which fees may be shared with the Bank.

7.4 If the Cardholder is required by any applicable laws or regulations to make any deduction or withholding from any sum payable by the Cardholder to the Bank hereunder, then the liability in respect of that deduction or withholding shall be the liability of the Cardholder such that after the making of such deduction or withholding the net payment shall be equal to the amount which the Bank would have received had no such deduction or withholding been made. It shall be the sole responsibility of the Cardholder to effect payment of such deduction or withholding to the relevant authority within the applicable time limit and the Cardholder shall indemnify the Bank for all consequences of the Cardholder's failure to do so.

7.5 In addition to any general right of set-off or other rights conferred by law or under any other agreement, the Bank may, without notice, combine or consolidate the outstanding balance on the Card Account (including, in the case of a primary Cardholder ("the Primary Cardholder"), on any supplementary Card Account) with any other account(s) which the Cardholder maintains with the Bank and set-off or transfer any money standing to the credit of such other account(s) in or towards satisfaction of the Cardholder's liability to the Bank under this Agreement.

7.6 Unless the Bank otherwise specifies, the whole of the outstanding balance on the Card Account together with the amount of any outstanding Card Transactions effected but not yet charged to the Card Account will become immediately due and payable in full to the Bank on termination of this Agreement or on the Cardholder's bankruptcy or death. The Bank may employ third parties to collect any outstanding. The Cardholder or his estate will be responsible for settling any outstanding on the Card Account (including without limitation any regular payments, whenever charged or debited to the Card Account, under arrangements which are authorised or set

up prior to the date of termination of this Agreement or the Cardholder's bankruptcy or death), and shall keep the Bank indemnified for all reasonable amounts of costs (including legal fees) and expenses reasonably incurred in recovering such outstanding. Pending such repayment, the Bank will be entitled to continue to charge financing charges at its prevailing rate(s).

- 7.7 Please note that termination of this Agreement will not automatically lead to termination of any merchant auto payment arrangement including, without limitation, auto payment of any annual fee, that are set up or authorised prior to the termination of the Agreement. The Cardholder must directly contact the related merchant(s) who will be responsible for making the necessary arrangements if he/she wishes to modify/terminate any merchant auto payment.
- 7.8 Without prejudice to the other provisions of this Agreement, if the Cardholder intends to be absent from Vietnam for more than one month, arrangements to settle the Card Account should be made prior to his/her departure.
- 7.9 Cardholder may request for an auto debit service via which the monthly payment (Minimum Payment Due or Statement Balance) shall be made by auto debiting the Cardholder's current account with HSBC. The auto payment amount shall include any exceeding-limit amount incurred by the Cardholder after Statement Date and remains unpaid before Payment Due Date.
- 7.10 The Bank highly recommends Cardholder to make payment before or on Payment Due Date at the latest. Any payment made after Payment Due Date shall be considered as late payment and it may cause the Cardholder's credit history adversely recorded and therefore negatively impact Cardholder's loans in the future.

## 8. Fees and Charges

### 8.1 General fees

- (a) The Cardholder agrees to pay the Bank's initial and/or fee for the Card. Fees will be debited to the Card Account when due and are not refundable. With respect to annual fee, it shall be collected on an annual basis. Annual fee shall be applied even when the Card has not been activated. Annual fee is calculated yearly and posted in the Credit Statement of the month which is as same as the Card issuing month
- (b) If the Bank has reasonably incurred any legal or collection fees or other expenses which are of reasonable amount for the purpose of demanding, collecting or suing, to recover any sum payable hereunder from the

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Cardholder, or for other remedies resulting from the breach or non-compliance of any terms of this Agreement, the Cardholder will fully reimburse the Bank on demand for all such legal fees, and any other fees and expenses incurred in that connection. Pending such repayment, the Bank will be entitled to continue to charge finance charges at its prevailing rate(s).

- (c) The retrieval fee for the photocopy of sales slips and the dispute investigation fee subject to Cardholder's fault (as specified in the HSBC Premier Credit Card Fees and Charges) will be debited to the Card Account for each disputed transaction.
- (d) The Bank will be under no obligation to issue a replacement Card to the Cardholder following its loss. Any replacement Card will be subject to a handling fee.
- (e) Without prejudice to Clause 2.2, if the Statement Balance exceeds the credit limit for the time being assigned to the Card account, the Bank reserves the right to charge an over limit fee, which will be debited to the Card Account on the Statement Date.
- (f) The current amounts or percentages of fees, charges and interest rates referred to herein are set out in the HSBC Premier Credit Card Fees and Charges. The HSBC Premier Credit Card Fees and Charges can be accessed via the HSBC's website at [www.hsbc.com.vn](http://www.hsbc.com.vn). If particular services not specified herein are required, other fees and charges are set out in the Bank's personal bank tariff for HSBC personal banking customers may apply. The Bank reserves the right to alter these terms and conditions and the HSBC Premier Credit Card Fees and Charges from time to time and may notify the Cardholder of any such alterations in any manner it thinks fit. The Cardholder will be bound by such alterations unless the Card is returned to the Bank for cancellation before the date upon which any alteration is to have effect.
- (g) Any changes on the Credit Card Fees and Charges will be notified to Cardholders at least seven (07) days in advance from the effective date.

### 8.2 Late Payment Charge

If the Cardholder fails to pay the whole of the Minimum Payment Due on the Payment Due Date at the latest, a late charge as specified in the Bank's fees and charges schedule ("the HSBC Premier Credit Card Fees and Charges") will be debited to the Card Account on the following Statement Date.

### 8.3 Finance Charge & Interest Rate

- (a) If payment of the whole of Statement Balance is received by the Bank on or before the Payment Due Date, Cardholder shall not be required to pay for finance charge on the paid Statement Balance.
- (b) If the Cardholder fails to pay the Bank the whole of the Statement Balance on the Payment Due Date at the latest, a finance charge (as specified in the HSBC Premier Credit card Fees and Charges) will be applied to (i) to each Card Transaction (excluding cash advance which is subject to a different charging scheme) making up the Statement Balance, as well as new transactions (excluding cash advance) entered into by the Cardholder since the last Statement Date, from the transaction date and (ii) to any other amounts making up the Statement Balance from the last Statement Date, until the Statement Balance is paid in full. The finance charge will accrue daily and be calculated at the interest rate per month (as specified in the HSBC Premier Credit Card Fees and Charges) for the time being in force.

## 9. Supplementary Cards

Should the Bank issue a Supplementary Card at the joint request of the Cardholder and Supplementary Cardholder, the Supplementary Cardholder will be bound by the terms and conditions of this Agreement and shall be liable for the use of the Supplementary Card, notwithstanding that the Primary Cardholder shall remain liable for the use of both his/her Card and the Supplementary Card and that the Bank shall have complete discretion in recovering charges incurred by the Supplementary Card from either the Primary Cardholder or the Supplementary Cardholder or both. In relation to Clause 10.1 below concerning cancellation of a Supplementary Card, the Cardholder may be liable for any payments arising from the use of the Supplementary Card until it has been returned or until the Bank is able to implement the procedures which apply to lost cards if the Cardholder so requests. The Supplementary Cardholder shall not be liable for the use of the Card by the Primary Cardholder or the use of any other Supplementary Card by any other Supplementary Cardholder.

## 10. Termination

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- 10.1 The Cardholder may terminate this Agreement at any time by written notice to the Bank accompanied by the return of the Card and any Supplementary Card (“the Supplementary Card”). Where this Agreement relates to the use of a Supplementary Card, the Cardholder or the Supplementary Cardholder (“the Supplementary Cardholder”) may terminate this Agreement (insofar as it relates to the use of the Supplementary Card) by written notice to the Bank accompanied by the return of the Supplementary Card. Returned Cards shall be destroyed and witnessed by the Cardholder. The Bank shall then deactivate the Card on system within five (05) working days from the date the Bank receives the written notice from Cardholder.
- 10.2 The Bank may terminate this Agreement in concurrent with cancellation of the Card at any time with a reasonable prior notice to the Cardholder or in case where repayments for the Card and/or for any other loans of the Cardholder at HSBC are overdue for ninety (90) days or longer.
- 10.3 The Bank may temporarily cease to provide the Card services to Cardholder including, without limitation, card payment and cash advance service, if repayments for the Card and/or for other loans of the Cardholder at HSBC are overdue. In case the repayments for the Card and/or for other loans are fully paid, subject to reasonable assessment of credit risks associated with the Cardholder, the Bank may, at its sole discretion, recover its provision of Card services to Cardholder.
- 10.4 Card Account will be closed immediately when the Cardholder requests for Card termination. Termination of this Agreement and/or use of the Card will not relieve the Cardholder from repayment obligation for any outstanding balance of the Card Account.

## 11. Handling the dispute

Cardholder must inform the bank immediately if there is dispute by:

- (i) Contact our Bank Customer Service Hotline for Premier card at (84 28) 37 247 666; or
- (ii) Come directly at any Viet Nam HSBC Branches/Transaction Offices;

For disputed transactions, the cardholder must complete the Bank’s Card Purchase Transaction Dispute Form. The Bank must receive this completed form within 07 days of the date of the disputed transaction in order to investigate. If the cardholder fails to submit the completed form within this time frame, the Bank is not obliged

to investigate and the cardholder will be fully liable for the transaction. The results of the investigation will be advised to the cardholder within 60 days from the date on the completed Card Purchase Transaction Dispute Form.

## **12. Suspension of card**

Cardholder agrees that the Bank has the rights to suspend card in cases of the Cardholder's valid instruction, detection signs of fraud and violations of laws, or the Card might be compromised, lost or misused or as stipulated by the laws

## **13. Limitation of the Bank's Liability**

The Bank shall not be liable for any delay, failure or computer processing error in providing any of the Bank's equipment or other facilities or services to the Cardholder to the extent that it is attributable to any cause beyond the Bank's reasonable control including any equipment malfunction or failure.

## **14. Variation of Terms and Conditions**

The Bank reserves the right to amend the Cardholder Agreement, the General Terms And Conditions, as well as terms and conditions of other Credit Card services from time to time as it deems appropriate at its absolute discretion. Such amendments will be binding upon the Cardholder upon giving notification to the Cardholder using such means of notification as the Bank shall deem appropriate (including but not limited to display in the premises of the Bank or any of its offices or in the Statements of Credit Cards or in the Bank's website or by such other methods as the Bank may decide). The use of the Card after the date upon which any changes to the Cardholder Agreement is to have effect (as specified in the Bank's notice) will constitute acceptance without reservation by the Cardholder of such changes. If the Cardholder does not accept any proposed changes, the Cardholder must terminate the Cardholder Agreement prior to the date upon which such changes are to have effect.

## **15. Personal Data**

15.1 The Cardholder agrees that the Bank may at its discretion use, store, disclose, transfer, compile, match, obtain and/or exchange (all whether within or

outside Vietnam) the Cardholder's personal details and information, all details and information pertaining to the Card Account and any of the Cardholder's transactions and dealings with or through the Bank (collectively, "Personal Data") to, from or with any person as the Bank may consider necessary (including without limitation any member or an affiliate of the HSBC Group, any service provider or third party, any bureaus or agencies or competent authority established or to be established by the State Bank of Vietnam or by other authorities and/or any debt collection agencies that may be appointed by the Bank) for any and all purposes including without limitation (i) in connection with any account, product or service and/or in connection with matching for whatever purposes any such Personal Data concerning the Cardholder in the Bank's possession; (ii) and/or for the purposes of promoting, improving and furthering the provision of other services by the Bank and any member of the HSBC Group to the Cardholder; and/or (iii) for the purposes of fraud or crime prevention, audit and debt collection and in order that services may be processed for the Bank; and/or (iv) for purposes of investigating, reporting, preventing or otherwise in relation to money laundering, terrorist financing and criminal activities; and/or any other purposes and to such persons as may be in accordance with the Bank's general policy on disclosure of Personal Data as set out in statements, circulars, notices or other terms and conditions made available by the Bank to the Cardholder from time to time. The Cardholder understands that the Bank, or any member of the HSBC Group or any third party to whom the Bank has transmitted information about the Personal Data, will be obliged to disclose such information if legally compelled to do so (whether by Vietnamese laws or the law of any jurisdiction to which such information is transmitted). All Personal Data held by the HSBC Group or by its subcontractors or agents will be afforded at a reasonable level of protection against any unauthorised or accidental disclosure, access or deletion. The Cardholder agrees to the Personal Data being used as described and that it may be transferred as stated above.

15.2 The Cardholder has the right to request access to and correction of any of the Personal Data or to request the Personal Data not to be used for direct marketing purposes. Any request may be made in writing and addressed to the Bank (Credit Card Centre), The Metropolitan, 235 Dong Khoi Street, District 1, Ho Chi Minh City, Vietnam. The Bank will comply with such

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requests unless the Bank may or is required to refuse to do so under the applicable law and regulations.

## 16. Force Majeure Events

Force Majeure Events are such events occurred beyond the Bank control, unforeseen, cannot be prevented, directly cause losses and damage to the Bank and the Bank's ability for performance of its obligations to the Customer. The Bank shall not be liable for Force Majeure Events including, but not limited, to the unavailability of funds or any loss suffered by the Customer due to restrictions on convertibility or transferability, requisitions, change in law (including but not limited to laws on foreign exchange controls), involuntary transfers, moratoriums, expropriations, acts of war or civil strife, natural disasters, epidemic diseases, strikes, industrial actions or other causes, notwithstanding whether arising in or outside Vietnam or in any place in which funds are deposited or may be transferred to

## 17. Connection with Another Member of The HSBC Group

17.1 Where the Cardholder does not maintain an Account with the Bank and does not have Premier Relationship with the Bank but he is an HSBC Premier Customer of another member of the HSBC group (an "HSBC Member") and the Card is issued by the Bank to the Cardholder on that basis, the Cardholder hereby agrees to and authorizes the following:

- (a) The Bank may request the HSBC Member concerned to provide it with any information relating to the Cardholder, including, without limitation, his Personal Data (collectively "Cardholder Information") and the Bank may use, store and transfer (whether within or outside Vietnam) or disclose to any other parties any or such Cardholder Information so provided.
- (b) The Bank may provide any or all Cardholder Information it has to the HSBC Member concerned.
- (c) The Bank may request or instruct the HSBC Member to collect on behalf of the Bank all monies as shall be due and payable by the Cardholder under this Agreement.
- (d) The Bank may assign any monies due and payable by the Cardholder under this Agreement to the HSBC Member concerned.

(e) To the extent permitted by the applicable laws and regulations, the Cardholder waives all such rights the Cardholder may have with respect to the assignments referred to in Clause 14.1(d) above; and Clause 7.4 of this Agreement shall apply also to the deduction or withholding from any sum payable by the Cardholder to the Bank or any other HSBC Member who has issued the Cardholder with an HSBC Premier Credit Card.

17.2 Where the Cardholder maintains an Account but does not have Premier Relationship with the Bank, and has been issued with another HSBC Premier Credit Card offered by another HSBC Member, the Cardholder hereby agrees to and authorizes the following:

- (a) The Bank may request the HSBC Member concerned to provide it with any or all Cardholder Information and the Bank may use, store, transfer (whether within or outside Vietnam) or disclose to any other parties any or all such Cardholder Information so provided.
- (b) The Bank may provide any or all Cardholder Information it has to the HSBC Member concerned.
- (c) The Bank may collect on behalf of the said HSBC Member such monies due and payable by the Cardholder to the same under or in connection with the HSBC Premier Credit Card issued by that HSBC Member to the Cardholder.
- (d) The Bank may exercise its right of set-off set out in Clause 7.4 of this
- (e) Agreement in respect of the assigned debts referred to in Clause 14.1(d) above.
- (f) To the extent permitted by all relevant laws and regulations, the Cardholder waives all rights he may have against and in relation to the assignments of debts referred to in Clause 14.1(d) above, and the Bank's exercise of its right of set-off against such assignment debts; and
- (g) Clause 7.1 of this Agreement shall apply also to the deduction or withholding from any sum payable by the Cardholder to the Bank or any other HSBC Member who has issued the Cardholder with an HSBC Premier Credit Card.
- (h) Clause 14.1 and 14.2 equally apply to Supplementary Cards issued by the
- (i) Bank and another HSBC Member.

## 18. General Provisions

- 18.1 Card is the Bank's property  
Card is the property of the Bank which will not be transferable and will be returned to the Bank immediately by the Cardholder upon the Bank's request.
- 18.2 Changes of Cardholder's information  
The Cardholder will notify the Bank promptly in writing of any changes in employment as well as address of working place, or residential address or other contact information.
- 18.3 Recording verbal instructions or communications  
In the course of providing credit card services, the Bank may need to record verbal instructions received from the Cardholder and/ or any verbal communication between the Cardholder and the Bank in relation to such services.
- 18.4 Card Account related documents  
The Bank reserves the right to destroy any documents relating to the Card Account after microfilming the same.
- 18.5 Notices  
Any notice given the Bank hereunder will be deemed to have been received by the Cardholder within three (03) days of posting to the Cardholder's address last notified to the Bank.
- 18.6 Gambling or other illegal transactions  
The Card shall not be used for payment of any gambling or other transaction which is illegal under any applicable laws and the Bank reserves the right to decline processing or paying any Card Transaction which it suspects to be a gambling or other transaction which is illegal. In the event that the Bank suspects, believes or otherwise has knowledge that and Card Transaction effected is for the purpose of or is otherwise related to gambling or a transaction which is illegal under any applicable or relevant laws, the Bank reserves the right to reverse or cancel that Card Transaction.
- 18.7 Delivery of Card and PINs  
The Cardholder agrees that the Card, Personal Identification Numbers (PINs) shall be, at the bank's own discretion delivered to the Cardholders via post or any delivery manners that the Bank may consider conformable.
- 18.8 Validity of Credit Card  
The Bank issues credit card with its validity of 4 years since the issuance date. Supplementary card will have the same validity period with primary card. If the Bank does not receive any card cancellation request within 30 days prior to the card expiry date indicated on the card, the Bank will automatically

renew the card for Vietnamese cardholders. Provision on automatic renewal of card is not eligible to foreign national cardholders. In order for the Bank to accept the card renewal, foreign national cardholders must comply with regulation on residence in Vietnam.

- 18.9 Governing law
- (a) The use of Credit Card is governed by this Agreement and the Premier Master Account Terms and Conditions which is available at [www.hsbc.com.vn](http://www.hsbc.com.vn) or at HSBC's branches.
  - (b) This Agreement will be governed by and construed in accordance with the laws of Vietnam. This Agreement is made into Vietnamese and English. In case of discrepancies between the English and Vietnamese versions, Vietnamese version shall prevail.

**Note:** In this Agreement and any associated documents, any reference to "HSBC" or the "Bank" includes any office of HSBC Bank (Vietnam) Ltd. and their successors.