

# **TERMS AND CONDITIONS**

## **HONG LEONG VISA DEBIT CARD**

## HONG LEONG VISA DEBIT CARD TERMS AND CONDITIONS

These Terms and Conditions (“**Terms and Conditions**”) accompanied with the Cardholder’s identity information provided in the Cardholder’s banking application and Debit Card issued by HLBVN constitute an agreement between the Cardholder and HLBVN for the issuance and use of the Debit Card. Upon applying for the Debit Card and using the Debit Card, the Cardholder accepts the Terms and Conditions set out below and will be bound by them.

These Terms and Conditions are to be read together as a whole with the General HLBVN Terms and Conditions of Accounts, Terms and Conditions for HLB Connect and any other relevant terms and conditions, as well as other rules and regulations binding on HLBVN for providing this Service.

### 1. Definitions and Interpretation

The following definitions apply unless otherwise stated:

- 1.1. “**Account**” means the payment account or accounts which the Cardholder has or may have with the HLBVN at any time and from time to time and shall be linked by the Bank to a Debit Card to make Card Transaction.
- 1.2. “**Acceptance Merchant**” means any retailer or corporation providing the goods and/or services which pursuant to a Merchant Agreement agrees to accept or cause its outlets to accept the Debit Card for payment or pursuant to a legal arrangement with VISA agree to accept or cause its outlets to accept the facilities offered by co-branded VISA for payment.
- 1.3. “**Appropriate Authority**” means any government or taxing authority.
- 1.4. “**ATMs**” means the automated teller machines installed by HLBVN or any member of VISA International which can be used by cardholders to withdraw money, transfer money or execute other available services.
- 1.5. “**Business Day**” means a day on which the Bank is open for business in Vietnam, as the case may be, except for public, bank holidays or other holidays.
- 1.6. “**Cardholder**” means an individual customer to whom HLBVN shall issue the Debit Card for his/her own use.
- 1.7. “**Card Number**” shall mean a series of number for the Card containing 16 figures shown in the front of Card and does not directly identify the account number(s) to which the card is/are linked.
- 1.8. “**Card Transaction**” means transaction effected by the use of Debit Card for both local and overseas transactions. Card Transaction shall include but not limited to cash withdrawal at ATMs, retail purchases, online transactions and Contactless Transactions (where applicable).
- 1.9. “**Card Verification Value (CVV)**” shall mean the security code comprising 3 figures on the back of the Debit Card for the purpose of establishing the Cardholder's identity in the Card Transaction.
- 1.10. “**Contactless Transaction**” means a fast and easy payment method that uses radio-frequency identification (RFID) for making payment by tapping/waving the Debit Card over a secured reader.
- 1.11. “**Current Balance**” means the most recent balance or cash available in the Account of the Cardholders.
- 1.12. “**Customer Service Centre**” or “**Call Centre**” is HLBVN’s customer service center to perform serving, guiding and responding customers’ questions via telephone number 1900 633 068, operating 24 hours per day and 7 days per week.

- 1.13. **“Debit Card”** means a debit card bearing the name Visa and/or the service mark of Visa issued by HLBVN allowing Cardholder to conduct card transactions and any substitution, replacements or renewals thereof under Terms and Conditions as prescribed herein.
- 1.14. **“Force Majeure Event”** means any event not within the reasonable control of a party which prevents or delays such party’s performance or observance of its obligations under this Terms and Conditions such as any act of God, war, hostilities, invasion, act of foreign enemies, rebellion, revolution, civil war, strike, lock-out, change of laws and regulations, action or request of competent authorities.
- 1.15. **“HLBVN” or “Bank”** means Hong Leong Bank Vietnam Limited and includes all its branches, transaction office, successors-in-title and assigns in respect of rights and obligations of HLBVN.
- 1.16. **“HLB Connect”** means digital banking service provided by HLBVN through Hong Leong Online Banking or HLB Connect Application or any other electronic device as HLBVN’s description from time to time and in accordance with the Terms and Conditions of HLB Connect Digital Banking Service.
- 1.17. **“PIN” (Personal Identification Number)** means a numeric password which is created by Cardholder as prescribed process for Card Transaction.
- 1.18. **“Point of sale” (POS)** includes POS and mobile POS (mPOS) means an electronic device that the Cardholder may use for read the Card and settles online those card transactions performed at the Acceptance Merchant.
- 1.19. **“Posting Date”** means the date on which any Card Transaction is debited to the Cardholder’s Account.
- 1.20. **“Privacy Policy”** means HLBVN’s policies and principles pertaining to the collection, use and storage of personal information of existing and prospective individuals and entities dealing with HLBVN as may be amended from time to time and made available at the HLBVN’s website or in such manner as HLBVN deems appropriate from time to time.
- 1.21. **“Retail Purchase Transaction”** means transaction effected on the Debit Card at the Acceptance Merchant where the Debit Card can be accepted for payment locally and overseas including Online Purchases, POS (Point of Sale) Transactions, and excluding cash withdrawals, fund transfer, annual fees payment and other Services/miscellaneous fees as defined by HLBVN from time to time with prior notice.
- 1.22. **“Security Codes”** means the security codes given by HLBVN to and/or created by the Cardholder for access to the respective Services comprising of the PIN (for ATMs Services), OTP (for HLB Connect), CVV, and includes any other user name, password, personal identification number, digital certificate or any other security codes as HLBVN may issue from time to time for access to all or any of the Services and reference to the term “Security Codes” shall mean the security code or codes relevant to the respective Services as the context shall require.
- 1.23. **“Services”** means the services provided by HLBVN to facilitate the Card Transaction, Bill Payment Services or any other electronic, digital or other such new or additional services offered by HLBVN from time to time to enable the Cardholder to perform banking and other transactions and such Services may be supplemented, varied or withdrawn by HLBVN at any time and from time to time by giving **seven (07)** calendar days’ prior notice.
- 1.24. **“Statement”** means a statement reflecting the transactions effected using the Debit Card which the Cardholder may obtain subject to payment of fee for printed Statement, or which is accessible free of charge via HLBVN’s digital banking services, i.e. HLB Connect and/or through

such other electronic medium as supported by HLBVN from time to time or transaction slip generated from the ATMs.

- 1.25. **“Tariff”** means a list of fees and/or charges applied to the Debit Card by HLBVN from time to time and publicized on its website at <https://www/hlbank.com.vn> and/or branch/transaction office.
- 1.26. **“Tax”** means any present or future, direct or indirect, Vietnam or foreign tax, levy, impost, duty, charge, fee, deduction or withholding of any nature, that is imposed by any Appropriate Authority, including, without limitation, any consumption tax such as the goods and services tax (**“VAT”**) and other taxes by whatever name called, and any interest, fines or penalties in respect thereof.
- 1.27. **“Transaction Date”** means the date on which any Retail Purchase Transaction is affected using the Debit Card at the Acceptance Merchant where the Debit Card can be accepted for payment.
- 1.28. **“Transaction Receipt”** means the relevant payment slips, forms or papers supplied to/by HLBVN to/by the Acceptance Merchants or generated by the ATMs for the purpose of recording, confirming and evidencing purchases or other transactions performed by the Cardholder through the use of the Debit Card to be charged and debited from the Account or the confirmation provided to the Cardholder for financial transactions incurred via HLB Connect.
- 1.29. **“Valid Thru Date”** means the expiry date printed on the Debit Card.
- 1.30. **“VISA”** or **“VISA International”** means Visa Corp., an organization that cooperated with HLBVN whereas HLBVN will issue the Card with identification number /codes (BIN) issued / determined by ICO in accordance with Vietnamese law provisions and international commitments.

## **2. Rights and Responsibilities of the Cardholder**

- 2.1. By using the Debit Card, the Cardholder agrees to be fully bound by these Terms and Conditions set out herein and as may be varied by HLBVN from time to time by giving prior notice seven (7) calendar days. Notice of such variation or amendment will be communicated to Cardholders in any form or method as HLBVN may prescribe.
- 2.2. The Cardholder shall take all precautions to ensure and prevent unauthorized, fraudulent and unlawful use of the Debit Card for the Services or any part of them and the Cardholder’s Security Codes including but not limited to the following:
  - 2.2.1. That the Security Codes must be kept secret and the Security Code once received by the Cardholder must be changed immediately after the Cardholder has received and read them and may only be used by the Cardholder and no one else. If a Security Code is not issued to the Cardholder, the Cardholder will be advised to create his/her own Security Code as a condition for access to the Services.
  - 2.2.2. That no one other than the Cardholder has access or is able to have access to the Security Codes to enable him/her to carry out any Card Transactions through any of the Services and the Security Codes are not written down in any form or manner including but not limited to unsolicited e-mails or on any website other than the official HLBVN’s Website which may be deciphered by third party or kept together or disclosed or exposed to any person (including the employees of HLBVN) under any circumstances or at any time.
  - 2.2.3. The Cardholder must not disclose the Security Code to any person under any circumstances or by any means whether voluntarily or otherwise and must take all care to prevent the Security Code from becoming known to any other person. The Cardholder understands and agrees that failure to comply with this requirement may

expose the Cardholder to the consequences of theft and/or unauthorized use of the Debit Card, for which HLBVN will not be liable. The Cardholder must report a breach of Security Code or the loss of a Security Code to HLBVN as soon as reasonably practicable, upon the Cardholder becoming aware of the breach or loss respectively. The Cardholder hereby undertakes to indemnify HLBVN and to hold HLBVN free from all claims and liabilities from all parties whomsoever, arising from such unauthorized use.

- 2.2.4. That Current Balance, Statement and Card Transactions are regularly and carefully checked and monitored by the Cardholder and are checked each time prior to issuing any instructions to HLBVN. The Cardholder shall immediately inform HLBVN of any unauthorized, fraudulent, unlawful transaction, error or discrepancy in the Account.
- 2.2.5. The Cardholder shall ensure that there are sufficient funds available in the Account to perform any of the Card Transactions by the Cardholder.
- 2.2.6. The Cardholder is required to create their own PIN via HLB Connect at the first time of accession. Subsequently, the Cardholder could change their PIN via HLB Connect or at ATMs. The Cardholder must use hand to cover the ATMs keypad when entering PIN at ATMs. The Cardholder undertakes not to disclose the PIN to any third party and shall be liable to HLBVN for any debit entry in the Account with HLBVN arising from any unauthorized Card Transactions.
- 2.2.7. To effect Card Transactions using the Debit Card at any Acceptance Merchant, the Cardholder may authorize the Card Transactions by (i) signing on the Transaction Receipt prepared by the Acceptance Merchant; (ii) inserting PIN at the Point of Sales terminal; or (iii) performing Contactless Transactions. HLBVN's receipt of the Transaction Receipt or any return document with the Cardholder's signature (where applicable) shall form binding and conclusive proof that the Card Transaction and the amount recorded thereon were properly incurred and the Cardholder shall be bound by such transactions incurred in accordance with these Terms and Conditions. In the event purchases or usage of the Debit Card are made via online transactions or non-signature based transactions including and not limited to hotel booking, online transactions, the Cardholder agrees that confirmation receipts and/or acceptance issued by any Acceptance Merchant or its affiliates for such transactions shall be deemed satisfactory documentary evidence of use and the Cardholder must adhere to these Terms and Conditions.
- 2.2.8. Notwithstanding the provision set out in Clause 2.2.7 above, the signature/PIN shall not be the only condition precedent to the liability of the Cardholder in respect of Services supplied, and the Cardholder shall be liable for Card Transactions if HLBVN is of the opinion, based on satisfactory documentary evidence, that the non-execution of the signature or the omission of a signature/PIN insertion is due to the nature and/or mode of the transaction used or due to an oversight on part of the Cardholder and/or Acceptance Merchant and VISA member banks.
- 2.2.9. The Cardholder shall comply with all requirements, directions, instructions and guidelines for use of the Debit Card issued by HLBVN from time to time in respect of all Services to the Cardholder.
- 2.2.10. The Cardholder agrees to sign his/her Debit Card on the reverse of the Debit Card as soon as he/she receives it and before using it, as a means of preventing unauthorized use of the Debit Card and the signature on the Card must match the signature registered with HLBVN.

- 2.2.11. The Debit Card is valid only up to the Valid Thru Date. The Cardholder shall ensure that as soon as the Debit Card expires, it is destroyed, by cutting it diagonally in half and to return it to HLBVN for replacement of Debit Card. HLBVN will send e-mail/SMS on the card expiration/ renewal to the Cardholder for Card replacement if any.
- 2.2.12. The Debit Card shall not be used after its cancellation, expiry, or withdrawal or upon the Cardholder ceasing to be HLBVN's Cardholder.
- 2.2.13. The Cardholder shall not use the Debit Card for withdrawal of cash, payment or fund transfer unless there are sufficient funds in the Account. Any withdrawal of cash, payment or fund transfer shall be rejected if there are insufficient funds in the Account.
- 2.2.14. In the event of insufficient funds in the Account, all Card Transactions at the Acceptance Merchant will be rejected.
- 2.2.15. The Cardholder agrees not to use the Debit Card for any unlawful activities. If HLBVN finds, suspects or has reasons to believe that the Debit Card has been used for any unlawful activity, HLBVN may take any action considered appropriate to meet any obligation in connection with the prevention of any unlawful activity including but not limited to fraud, money laundering, terrorist activity/financing, bribery, corruption and/or tax evasion.
- 2.2.16. The Cardholder hereby represents and warrants that the Cardholder has obtained the consent of all persons named in the Cardholder's application for the Account(s) or such other document submitted to HLBVN in support of such application and/or their authorized representatives, including but not limited to the Cardholder's directors, shareholders, authorized signatories or such other persons as specified by the Bank ("**Relevant Data Subjects**"), for HLBVN's collection, holding and use of the personal information of the Relevant Data Subjects in accordance with the HLBVN's Privacy Policy as may be amended from time to time.
- 2.2.17. In the event the Cardholder replaces his/her Debit Card with a new Debit Card due to lost/stolen/renewal or any other reasons, the Cardholder is responsible to inform/update all relevant Acceptance Merchants which he/she subscribed for the auto debit/direct debit transactions of the new Debit Card number to avoid transaction being rejected.
- 2.2.18. The Cardholder hereby agrees and consents to the holding, collection and use of all personal data provided to HLBVN by the Cardholder and/or acquired by HLBVN from the public domain, as well as personal data that arises as a result of the provision of Services to the Cardholder in connection with the Account in accordance with the Privacy Policy of HLBVN as may be amended from time to time.
- 2.2.19. The Cardholder agrees that HLBVN reserves the right to share his/her personal data within HLBVN's and/or Hong Leong's group of companies, holding company of HLBVN, other branches, subsidiaries, related companies (whether within or outside Vietnam) for marketing and promotional purposes. The Cardholder allows HLBVN contact the Cardholder via post-office, telephone, email and SMS to notify of HLBVN's products and services from time to time ("**Promotion**"). The Cardholder who wishes to opt-out from the receiving of the Promotion is required to visit any of HLBVN's branches/transaction office or call HLBVN's Call Centre at **1900 633 068** or apply other measures permitted by laws to register his/her instruction to opt-out of the said receiving.

- 2.2.20. The Cardholder shall promptly inform HLBVN of any change in the Cardholder's contact and/or personal details whether in writing, by visiting HLBVN's branches/transaction office or calling Call Centre at **1900 633 068**.
- 2.2.21. HLBVN does not represent nor warrant that the use of the Debit Card will not be without disruption, interruption or error. HLBVN shall not be held liable for any loss, damage, inconvenience, embarrassment, cost or expense of any nature which in any way may be suffered or incurred by the Cardholder or by any other person in respect of or in connection with the use of the Services and the Cardholder shall have no claims against HLBVN if the Card Transactions and/or Contactless Transactions are not accepted or honored by any Acceptance Merchants or for any reason whatsoever.
- 2.2.22. The Cardholder acknowledges and agrees that the use of the Debit Card or performance of Card Transactions and/or Contactless Transaction is at the absolute risk of the Cardholder. HLBVN shall not be liable for any damage and/or loss suffered in connection with the use of the Debit Card or performance of Card Transactions and/or Contactless Transaction for goods or services supplied by any Acceptance Merchant or the quality or the performance of any goods or services pursuant to or in relation to any transaction made on the Debit Card. The Cardholder shall resolve any complaint arising out of such Card Transactions and/or Contactless Transactions directly with the Acceptance Merchant.
- 2.2.23. The Cardholder shall ensure that if the Cardholder has more than one (1) card or payment instrument with contactless technology, i.e. payment instruments with the ability to perform Contactless Transactions, the Cardholder shall ensure that such cards are kept separately from the Debit Card to avoid collision transactions which would result in both cards being debited for the amount of the relevant transaction.
- 2.2.24. The Cardholder shall provide full and accurate information and documents related to open and use the Debit Card as required by HLBVN from time to time and update promptly any changes thereof. The Cardholder shall take all responsibilities and liabilities if the Cardholder fails to do so.

### **3. Contactless Transactions**

- 3.1. There is one (1) type of Contactless Transactions which is VISA payWave – a Contactless payment method via VISA network that can be performed at any Point-of-Sales terminal which displays VISA payWave logo.
- 3.2. Contactless Transaction cap is depended on each Point-of-Sales.

### **4. Cardholder's Statement**

- 4.1. The Current Balance for each Card Transaction shall be updated to the Cardholder via SMS to the mobile phone number which was registered at HLBVN by the Cardholder.
- 4.2. The Cardholder can view their Statement for free via HLB Connect which consists of, amongst others, the Card Transaction and Posting Date of the Card Transactions performed by the Cardholder for the relevant period stated.
- 4.3. Upon request by the Cardholder at branch, printed Statement will be providing to the Cardholder. A service charge as stipulated in the Tariff provided by HLBVN from time to time will be charged and debited to the Account. The printed Statement shall indicate all the Card Transactions, Posting Date and Transaction Date for the relevant month.
- 4.4. The records and entries in the Account with the Bank which appears on the Statement shall be deemed to be correct and binding on the Cardholder unless written notice to the contrary is

given to the Bank by the Cardholder within fourteen (14) days after the receipt of the statement.

- 4.5. If the Cardholder for any reason whatsoever does not, within fourteen (14) days, notify the Bank in writing of any error in the Statement, then the Cardholder shall be deemed to have accepted the records and entries in the Statement as correct, final and conclusive. The Statement shall be considered conclusive and binding on the Cardholder and the Cardholder's legal representatives and successors and be precluded from making any claims against the Bank by alleging that the Statement is erroneous.
- 4.6. Upon receipt by the Bank of such written notice duly given by the Cardholder within the stipulated time, the Bank shall look into the Account to make the necessary adjustments and rectifications, if any. Any money due to or from the Cardholder shall be credited or debited into the Account respectively.
- 4.7. Only Card Transactions which have been duly verified by the Bank shall appear in the Statement of the Account of the Cardholder.
- 4.8. The Cardholders may also obtain the record of the last ten (10) Account transactions via ATM.

## **5. Rights and responsibilities of HLBVN**

HLBVN shall:

- 5.1. Have no liability whatsoever for any processing systems, communication systems malfunction or for any reason of Force Majeure Event.
- 5.2. Have no liability whatsoever for any damages, loss as well as any claim from all parties whomsoever, arising from any unauthorized use or misuse of the Debit Card except for the default of HLBVN.
- 5.3. Have the rights to provide, amend, supplement or impose fees and charges under the Tariff from time to time provided that the Tariff will be published to the Cardholder at least seven (7) days prior to its effectiveness.
- 5.4. Have rights to debit the Account for all fees provided from time to time and total value of all transactions to be paid by the Debit Card stipulated herein.
- 5.5. Be entitled to refuse to approve any Card Transactions if (i) there are insufficient funds available for payment or out of limit amount designated by HLBVN from time to time (if any), (ii) transaction order that is illegal or deemed improper by HLBVN, (iii) any suspicious Card Transactions or HLBVN is of the view that such Card Transactions are related to or for the purpose of money laundering, terrorist financing, e-gambling transaction, cryptocurrency transaction or other illegal activities under Vietnamese laws and/or Visa's standard, and (iv) at its absolute discretion, the Cardholder breaches any provision of this Term & Conditions.
- 5.6. Keep the Cardholder's information confidential in accordance with applicable laws; however the Cardholder hereby accept and agree that HLBVN shall have the right to use and/or provide information and documents of the Cardholder, including but not limited to the Card transactions with relevant parties, usage and/or cancellation of the Card, including settling claims regarding the Card and/or card transaction or as required by the State Bank of Vietnam or such other authority in accordance with relevant laws and regulations. HLBVN will impose responsibility for keeping such information confidential on the third party who receives such information from HLBVN.
- 5.7. Notify of change, promotion, risk warning and other notices for using the Card by means of email, mail, SMS, written notice, website, display at branches and transaction office and/or mass media or such other method deemed suitable by HLBVN.



- 5.8. Implement fully and properly card transactions upon valid orders.
- 5.9. Be entitled to act on instructions received by HLBVN from the Cardholder and/or the Cardholder's authorized representative (if applicable and as the case may be) ("**Authorized Person**") in good faith and in accordance with its normal operations. In connection herewith, HLBVN shall not be liable for acting on the instructions which are given by the Cardholder and/or the Authorized Person regardless of the circumstances prevailing at the time of such instructions.
- 5.10. Be entitled to contact the Cardholder to introduce features, campaigns, products or services of HLBVN via the Cardholder's email, phone number and other means.
- 5.11. Other rights and obligations in accordance with laws.

## **6. Hold On Account**

- 6.1. HLBVN may debit or place a hold on the linked Account for the amount of the Card Transactions either on the day it is presented to HLBVN for payment or on the day HLBVN receives notice of the Card Transaction, whichever is earlier.
- 6.2. The Hold On Account is applicable for the Retail Purchase Transactions made at hotels and hospitals (where applicable). If an Acceptance Merchant requests for an authorization of any Card Transaction, HLBVN may place a hold on the Account for the amount of the Card Transaction. The balance available to the Cardholder for use in the Account shall be reduced by the amount on hold.
- 6.3. The Cardholder may not stop payment on a Card Transaction. For avoidance of doubt, it is hereby stated that HLBVN's right to debit the linked Account(s) in respect of any Card Transaction shall not be limited to the amount that was placed on hold in connection with the Card Transaction, and HLBVN shall be entitled to debit the linked Account(s) for the full amount of the Card Transaction. HLBVN shall have the right to increase the amount that it would hold in respect of any Card Transaction which is denominated in a currency other than Vietnam Dong if HLBVN is of the view that the amount initially held when converted into that foreign currency would not be sufficient to pay that Card Transaction in full.
- 6.4. HLBVN shall have absolute discretion to place such amount on hold for up to thirty (30) Business Days or for such period as it deems fit. HLBVN shall debit the amount on hold to the linked Account(s) when the corresponding Card Transactions are presented to the Bank for payment. HLBVN shall release the hold amounts if the corresponding Card Transactions are not presented to HLBVN for payment within such periods as HLBVN deems fit. The Cardholder further expressly agrees that HLBVN shall have the right to place a hold back onto the Account and to debit the Account if the Card Transactions are likely to be or are presented for payment subsequently by the Acceptance Merchants upon expiry of the thirty (30) Business Days. The Cardholder agrees that all receipts forwarded by the Acceptance Merchants for the Card Transactions via Transaction Receipts including confirmation receipts and acknowledgement shall be deemed final and conclusive evidence of usage by the Cardholder.
- 6.5. The Cardholder shall not use any of the amounts on hold, notwithstanding any other terms and conditions governing the Account.
- 6.6. HLBVN will only credit the Account with refunds made by any Acceptance Merchant or establishment in relation to any retail purchase/E-Debit transactions after HLBVN receives a properly issued credit voucher. Such refunds shall include but are not limited to the Cardholder returning the items to the retail outlet after purchase.

## **7. Ownership and Loss or Theft of Debit Card**

- 7.1. The Cardholder shall use all precautions to prevent the loss and/or theft of the Debit Card and the Cardholder shall not leave the Debit Card unattended nor disclose the Security Code to any third party. The Cardholder fully understands that failure to take reasonable care and precaution in the safekeeping of the Debit Card may expose the Cardholder to the consequences of theft and/or unauthorized use of the Debit Card.
- 7.2. In the event of loss/theft of the Debit Card, used by any unauthorized person for any Card Transactions and/or Security Codes disclosed/exposed to unauthorized person, the Cardholder shall be responsible to either block the Debit Card and apply for re-issuance of a new Debit Card on HLB Connect application; or inform HLBVN immediately after having discovered that the information pertaining to the Debit Card is stolen, disclosed or an unauthorized transaction had been performed on his / her Debit Card in order for HLBVN to block the Debit Card. HLBVN shall block the Debit Card immediately upon receipt of the request from the Cardholder. The Cardholder shall be responsible for all transactions effected by use of the Debit Card before the Debit Card blocking or before HLBVN confirms blocking of the Debit Card. After notified/ requested by the Cardholder and the Debit Card has been blocked, HLBVN shall take responsible for all Debit Card transactions effected (if any), unless HLBVN is able to prove that the Cardholder has acted fraudulently or unlawfully or has failed to inform HLBVN of the lost/disclosed Debit Card as soon as reasonably practicable after having found that the Debit Card is lost or stolen or disclosed. If investigation discloses that the Cardholder is involved in the incurring of any unauthorized charges, the Cardholder shall be liable for all the unauthorized charges incurred whether before or after HLBVN's receipt of request for card blocking.
- 7.3. The Cardholder agrees to authorize HLBVN to dishonour the abovementioned original Debit Card in the event that same is presented to HLBVN for payment and the Cardholder undertakes to return to HLBVN the original Debit Card when it is found unless the Cardholder has failed to inform HLBVN of the lost Debit Card as soon as reasonably practicable after having found that the Debit Card is lost or stolen.

In consideration of HLBVN issuing the Cardholder a replacement of the original Debit Card, the Cardholder agrees to hold HLBVN free from liability and indemnify HLBVN from and against all claims, demands, losses, damage, cost, charges and expenses which HLBVN may incur and be liable in the event of the original card is used or dealt with in any way now or at any future time or in consequence of HLBVN issuing the Cardholder the replacement Debit Card at the Cardholder's request.

- 7.4. HLBVN is entitled to debit the Account and/or any account standing in credit in the Cardholder's name for any transaction(s) made through the Debit Card before the Debit Card is blocked and any cost that has incurred in blocking and/or issuing a replacement Debit Card (if any) and in the event the Current Balance is insufficient to settle all these charges, it is essentially the obligations of the Cardholder to settle and/or be responsible for the outstanding amount. In addition thereto, HLBVN shall take such other actions in accordance with the relevant laws and regulations.

This shall bind the Cardholder or Cardholder representative(s), successor(s)-in-title and assigns.

- 7.5. Notwithstanding Clause 7.2 above, the Cardholder will be liable for PIN-based unauthorized transaction if he/she has:
  - i) Acted fraudulently;
  - ii) Delay in notifying HLBVN as soon as reasonably practicable after having discovered the loss or unauthorized use of this/her Debit Card;

- iii) Voluntarily disclosed his/her PIN to another person; or
  - iv) Record his/her PIN on the Debit Card, or on anything kept in close proximity with his/her Debit Card.
- 7.6. Notwithstanding Clause 7.2 above, the Cardholder will be liable for unauthorized transactions which require signature verification or with contactless card, if he/she has:
- i) Acted fraudulently;
  - ii) Delay in notifying the Bank as soon as reasonably practicable after having discovered the loss or unauthorized use of his/her Debit Card;
  - iii) Left his/her Debit Card or an item containing his/her Debit Card, unattended in places visible and accessible to others; or
  - iv) Voluntarily allow another person to use his/her Debit Card.
- 7.7. HLBVN may, at the request of the Cardholder, but without being obliged in law, replace the lost, stolen or damaged Debit Card upon payment of a fee. The replacement of the Debit Card shall be subject to the terms and conditions in these Terms and Conditions as if it was the original Debit Card.
- 7.8. The Cardholder shall return the Debit Card to HLBVN cut in half immediately upon its expiry or when demanded by HLBVN upon cancellation, revocation or suspension by HLBVN or upon discovery of the Debit Card after notification of its loss, stolen or damaged and shall not have any further right of use of the Debit Card.

## **8. Termination by the Cardholder**

The Cardholder may at any time terminate the use of the Debit Card by written notice to HLBVN and returning the Debit Card cut in half to HLBVN. No refund of any fees or any part thereof in the Tariff paid by the Cardholder will be made to the Cardholder and the Cardholder shall be and remain liable for any transaction effected through the use of the Debit Card prior to the receipt by HLBVN of such written notice of termination and return of the Debit Card cut in half to HLBVN.

## **9. Fees and Charges**

- 9.1. HLBVN shall be entitled to impose any fees and charges for the Services including but not limited to the issuance of Debit Card, the printed Statement, Card Replacement Fee, Cash Withdrawal Fee, Wrong Dispute Fee, Foreign Currency Transaction fee, Top up debit card via NAPAS, Balance inquiry fee at HLBVN ATM, Fund transfer fee at HLBVN ATM and other fees and/or charges posted by HLBVN from time to time.

Notwithstanding the imposition of such Fees, transactions carried out through the Services will be charged the usual charges and/or fees. For the purpose of collecting such Fees and/or charges, the Cardholder agrees to authorize HLBVN to debit the Account with such Fees and/or charges.

In the event that the Cardholder does not authorize the Bank to debit the Account with such Fees and/or charges, the Cardholder agrees that any such failure of payment of Fees, commissions and/or charges for the Services may affect the Services provided until all such Fees, commissions and/or charges have been duly paid by the Cardholder.

These fees and charges shall be provided by HLBVN from time to time (“**Tariff**”). The Cardholder agrees to pay all fees, commissions and/or charges incurred as imposed by HLBVN and which HLBVN may at its absolute discretion vary from time to time by giving seven (07) calendar days’ prior notice at HLBVN’s website and/or branches/transaction office. The Cardholder. authorizes HLBVN to debit the Account at any time notwithstanding that such debiting may cause the Account to be overdrawn.

When the Cardholder disagrees with such changes, the Cardholder may terminate the use of the Debit Card by requesting HLBVN to close / terminate the Debit Card.

- 9.2. Annual Fee is not chargeable on the issuance of the Debit Card and it will only be charged on the anniversary date. The Annual Fee may be varied by HLBVN from time to time. The Annual Fee shall not be refunded.
- 9.3. The replacement Debit Card shall be subject to the terms and conditions herein as if it was the original Debit Card.

## **10. Government Taxes, Statutory and/or Regulatory Fees and Charges**

- 10.1. The fee and all other monies to be paid by Cardholder to HLBVN under these Terms and Conditions, including any amount representing reimbursements to be paid by Cardholder to HLBVN is exclusive of any Tax, and shall be paid without any set-off, restriction or condition and without any deduction for or on account of any counterclaim or any deduction or withholding.
- 10.2. In the event Cardholder is required by law to make any deduction or withholding from the fee and/or all other monies payable to HLBVN under these Terms and Conditions in respect of any Tax or otherwise, the sum payable by Cardholder in respect of which the deduction or withholding is required shall be increased so that the net fee and/or the net amount of monies received by HLBVN is equal to that which HLBVN would otherwise have received had no deduction or withholding been required or made.
- 10.3. The Cardholder shall in addition to the fee and all other monies payable, pay to HLBVN all applicable Tax at the relevant prevailing rate and/or such amount as is determined by HLBVN to cover any Tax payments/liabilities/obligations in connection therewith, without any set-off, restriction or condition and without any deduction for or on account of any counterclaim or any deduction or withholding, apart from any Taxes which may be required under any laws to be paid by the Cardholder directly to any Appropriate Authority, which the Cardholder shall remit directly to the Appropriate Authority.
- 10.4. If at any time an adjustment is made or required to be made between HLBVN and the relevant taxing authority on account of any amount paid as Tax as a consequence of any supply made or deemed to be made or other matter in connection with these Terms and Conditions by HLBVN, a corresponding adjustment may at HLBVN's discretion be made as between HLBVN and Cardholder and in such event, any payment necessary to give effect to the adjustment shall be made.
- 10.5. All Tax as shall be payable by the Cardholder to the Bank as herein provided shall be paid at such times and in such manner as shall be requested by HLBVN.
- 10.6. The Cardholder hereby agrees to do all things reasonably requested by HLBVN to assist HLBVN in complying with its obligations under any applicable legislation under which any Tax is imposed. In the event a new Tax is introduced and such Tax is required to be charged on the transaction by Debit Card, the Cardholder agrees to provide its fullest cooperation to HLBVN in assisting HLBVN in complying with its obligations under the relevant laws.
- 10.7. For the avoidance of doubt, the parties agree that any sum payable or amount to be used in the calculation of a sum payable expressed elsewhere from these Terms and Conditions without regard to and does not include amounts to be added on under this clause on account of Tax.

## **11. Limits on Card Transactions**

- 11.1. HLBVN shall be entitled to determine and impose any maximum permissible limit whether in amount, frequency and use of or otherwise of any of the Services including but not limited

cash withdrawal, POS transaction, fund transfer, online transaction (“**Card Limit**”). Such Card Limit may have difference between the domestic or oversea transaction, using method (i.e. difference in transfer limit between ATM and HLB Connect) and subject to the Cardholder being a priority customer of HLBVN.

- 11.2. The Cardholder may vary the Card Limit by giving prior notice in writing to HLBVN and/or through HLB Connect (where applicable). HLBVN is not bound to ensure that HLBVN accept and/or comply with the Cardholder’s request to vary the limits.

## **12. Indemnity**

The Cardholder undertakes to indemnify HLBVN fully and completely against all claims, demands, action, proceedings, loss and expenses (including legal costs as between solicitor and own client) and all other liabilities of whatsoever nature or description which may be made taken incurred or suffered by HLBVN in connection with or in any manner arising out of the provision of the Services or the acceptance of any instruction given by the Cardholder or breach by the Cardholder of any of the terms and conditions. The liabilities of the Cardholder shall be a continuing liability and will remain in full force and effect until the liability, if any, of HLBVN is fully discharged.

## **13. Termination of Services by HLBVN**

- 13.1. HLBVN may terminate the Services and these Terms and Conditions by giving twenty-one (21) calendar days’ prior notice to the Cardholder without assigning any reason for the same.
- 13.2. Notwithstanding above, HLBVN reserves the right to withdraw the Debit Card and/or the usage of the Debit Card by giving a notice to the Cardholder in accordance with relevant regulations and these Terms and Conditions in the following circumstances which are not exhaustive: the Debit Card has expired and no fund therein; the Debit Card is suspected of any potential fraud/risk to the Cardholder or/and HLBVN; the request of the Cardholder or competent authorities or other circumstance in accordance with laws.
- 13.3. HLBVN shall notify the Cardholder of the Current Balance or remaining sum in the Debit Card (“**Returned Balance**”), if any, to request for the Cardholder’s instructions regarding the Returned Balance within such time as specified by HLBVN in the notice. After the deadline as notified, if the Cardholder fails to respond/give any instruction regarding the Returned Balance, HLBVN shall have the right to deal with the Returned Balance in any method that HLBVN deems fit.

## **14. HLBVN’s Discretion**

- 14.1. HLBVN is entitled at any time at its absolute discretion to refuse to approve any Card Transaction notwithstanding that there is Current Balance available in the Cardholder’s Account allows for any such Card Transaction (i.e. there is sufficient funds in the Account).
- 14.2. HLBVN is entitled at its absolute discretion to:
  - 14.2.1. Suspend the Cardholder’s right to use the Debit Card entirely or in respect of specified privileges.
  - 14.2.2. Refuse to re-issue, renew or replace the Debit Card, without in any case, affecting the obligations of the Cardholder under these Terms and Conditions which will continue in force, and there will be no refund of any Annual Fee or other fees paid if the right to use the Debit Card is suspended by HLBVN or if the Debit Card is not renewed or replaced.
- 14.3. Without prejudice to other provisions in these Terms and Conditions, HLBVN reserves the right at any time to introduce, amend, vary, restrict or withdraw all or any of the benefits, Services, facilities and privileges in respect of or in connection with the use of the Debit Card and/or these Terms and Conditions.

## 15. Suspense Account

For the purpose of enabling HLBVN to preserve intact the liability of the Cardholder, once a writ of summons has been issued or to prove in the bankruptcy or insolvency of the Cardholder or for such other reasons as HLBVN deems fit, HLBVN may at any time and place, keep for such time as HLBVN may deem prudent any monies received, recovered or realized pursuant to these Terms and Conditions or under any other security or guarantee to the credit of a separate non-interest/income bearing account in the name of the Cardholder as HLBVN shall deem fit without an immediate obligation on the part of HLBVN to apply the same or any part thereof in or towards the discharge of the sums due and owing to HLBVN.

## 16. Set-off

The Cardholder agrees that HLBVN may, at any time and with prior notice, combine and consolidate all or any Account(s) of the Cardholder with HLBVN of whatever description and whosoever's located and whether in Vietnam Dong or in any other currency or set-off or transfer any sum standing the credit of any such Account(s) including joint accounts where joint accounts are maintained in the names of the Cardholders in or towards discharge of all sums due to HLBVN under any account(s) of the Cardholder with HLBVN of whatever description and whosoever's located and whether in Vietnam Dong or in any other currency and may do so notwithstanding that the balances on such account(s) and the sums due may not be expressed in the same currency and the Cardholder hereby authorizes HLBVN to effect any such combination consolidation set-off or transfer with the necessary conversions at HLBVN's prevailing exchange rates which shall be determined by HLBVN at its sole discretion.

## 17. Chargeback

17.1. HLBVN shall not be held liable for any act or omission by any retail or online merchant howsoever caused, including but not limited to any refusal to accept the Debit Card or any Statement or other communication made in connection therewith, or any defect or deficiency in goods or services. The Cardholder must liaise directly with the Acceptance Merchant on any claim or dispute and will not dispute any payment made by HLBVN from the Cardholder's Account on such claims or disputes.

17.2. If the Cardholder disagrees with any Card Transaction ("**Disputed Transaction**"), the Cardholder shall notify through Call Center at 24/7 (with record, available for 24hours/day and 7 days/week) or in writing form to HLBVN at its branches/transaction office within sixty (60) days from the date of the Card Transaction. In case the Disputed Transaction is notified through Call Center, a written claim thereof in HLBVN's form must be submitted by the Cardholder to HLBVN within five (5) Business Days whenever requested by HLBVN for official investigation. In case the Cardholder fails to do so within the above period, the transaction(s) will be considered agreeable and acceptable.

17.3. Where the Cardholder claims a Dispute Transaction, HLBVN will verify such a claim within sixty (60) calendar days from the date of receiving notification from the Cardholder.

17.4. In the event the Cardholder is required to pay the amount transacted or is refunded by the Acceptance Merchant directly, HLBVN has the rights to debit such amount from the linked Account(s).

17.5. Notwithstanding and without prejudice to the generality of the clauses in these Terms and Conditions, the Cardholder expressly agrees that:

17.5.1. The use of the Debit Card is at the Cardholder's own risk and the Cardholder shall assume all risk incidental to or arising out of the use of the Debit Card; and

17.5.2. The Cardholder shall not make or attempt to make any false, fraudulent or unlawful claims in respect of the Disputed Transaction whether directly or indirectly. HLBVN reserves the right at any time in its absolute discretion to commence and institute legal action and/or such other proceedings as HLBVN may deem necessary against the Cardholder upon HLBVN discovering or becoming aware of any false or fraudulent or unlawful claims in connection with or arising from the Disputed Transaction.

17.6. HLBVN reserves the right to institute legal action and/or any other proceedings HLBVN deems necessary including lodging such reports as appropriate or necessary with the relevant regulatory authorities, against the Cardholder who delays, obstructs and/or withholds vital information from HLBVN, making or attempting to make false claims in respect of any transaction, publish false claims on traditional or social media, and/or lodge false police reports with respect to any transaction.

17.7. Return Debit Card retained at ATMs:

The Debit Card captured at HLBVN: HLBVN shall return the retained the Debit Card to the Cardholder within five (5) Business Days from the date of receiving written notification from the Cardholder.

The Debit Card captured at other banks: HLBVN shall contact and resolve the Cardholder's request within forty-five (45) Business Days from the date of receiving the written notice from the Cardholder.

## **18. Non-liability**

HLBVN shall not be liable for any losses or damages suffered by the Cardholder arising from the use of the Debit Card or Force Majeure event except for losses or costs directly arising from the default of HLBVN.

HLBVN is not responsible for performance / obligations of the Acceptance Merchants and other relevant parties in the transaction(s) paid by the Debit Card, including but not limited to delivery or quality and suitability of the goods or services purchased by the Cardholders. HLBVN is entitled to debit the Debit Card balance equivalent to the value of goods and services purchased by the Cardholder by using the Debit Card regardless of whether the goods or services are delivered or rendered. Further, HLBVN shall not be responsible in the event that the transactions performed by the Cardholder by using the Debit Card is rejected / declined for any reasons whatsoever. HLBVN shall also not be obliged to ensure that the balance in the Debit Card is sufficient for the goods / services purchased by the Cardholders by using the Debit Cards.

## **19. Overseas Transactions**

19.1. The Cardholder may use the Debit Card to perform Card Transaction(s) outside Vietnam ("**Overseas Transactions**") where there are Acceptance Merchants and/or overseas ATMs.

19.2. All Overseas Transactions via ATMs and Card Transaction shall be subject to the laws existing in the country where the transaction originates. For all Card Transactions, the exchange rate, where applicable, shall be the prevailing spot exchange rates on the date of transaction.

19.3. The Cardholder may use the Debit Card for cash withdrawal through designated ATMs installed in such approved countries as shall be determined by HLBVN and/or any of VISA International subject to all such charges imposed by VISA International and/or HLBVN.

## **20. Currency in transaction**

The payment currency must be in Vietnam Dong (VND). If the Card Transaction is made in foreign currency where it is permitted to be used in transactions, the transaction currency will be converted into VND and HLBVN shall apply exchange rate of VISA on the actual Transaction Date to debit the transaction amount to the Debit Card balance.

**21. Temporary block**

HLBVN shall temporarily block the Debit Card at its discretion if there is information or doubts of skimmed card. In this case, HLBVN will notify the Cardholder thereof before or after the block and such blocking shall be maintained unless otherwise instructed by the Cardholder in writing.

The Cardholder, as demand, may block via HLB Connect application or request HLBVN for temporary block whole or some features of the Debit Card.

**22. Governing Law & Jurisdiction**

These Terms and Conditions shall be governed by and construed in accordance with the laws of Vietnam. If any of these terms or conditions is declared null and void or unenforceable by the State's competent authorities, other terms and conditions, other parts or sections of this document remain effective and enforceable.

The Cardholder hereby agrees to submit to the jurisdiction of the courts of Vietnam or the courts of such other competent jurisdiction as HLBVN may at its sole discretion elect to request for dispute resolutions as regulated by law.



**General Terms and Conditions of Accounts**

**PART A – GENERAL [Applicable to all Account (as defined below) opened and maintained, and all or any of the Service utilized by the Customer from time to time, whether before, at the time of or after these Terms and Conditions have been made available to the Customer unless specifically excluded.]**

**1. Definitions & Interpretation****1.1 Definitions**

In these Terms and Conditions, the following terms and expressions shall have the meaning designated to them unless the context requires otherwise:

**“Account”** means the Customer’ account or accounts with HLBVN and shall include any other new accounts which may be opened from time to time.

**“Account holder”** means individual, organization who opens and owns the account.

**“Customer”** means a customer of HLBVN and shall be individual and organization who opens an account at HLBVN and where applicable personal representatives and successors-in-title unless specified otherwise in these Terms and Conditions or by HLBVN from time to time.

**“Service”** refers to all or any, or a combination of the services provided by HLBVN including but not limited to the provision of all banking facilities (such as the Accounts, Cheques, cash deposits, etc), functions, products and financial services; whether at any of its branches, over the telephone, or through ATMs, internet banking, other electronic terminals, equipment or system or otherwise.

**“Cheques”** refers to cheques drawn on the Account or on another bank, as the context so determines and includes bills of exchange.

**“Fixed Deposit”** or **“FD”** means any term deposits placed by the Customer with HLBVN, includes any other sums which are from time to time deposited with HLBVN in addition to or by way of renewal of any sums previously deposited or otherwise and all interest or other payment accrued and accruing and howsoever derived from time to time in respect of the deposits.

**“Time Savings Deposit”** or **“TSD”** means any deposits placed by the Customer as Vietnamese citizen with HLBVN under form of time savings deposit, includes all interest accrued from time to time as prescribed in these Terms and Conditions.

**“HLBVN”** means Hong Leong Bank Vietnam Limited and includes its branches, transaction office and its successors-in-title and assigns.

**“Maturity Date”** means the date on which principals and interests of savings deposit shall be paid, and where the maturity date falls on a non-Business day, such payment shall be made on the first following Business Day.

**“Business Day”** means a day on which HLBVN is opened for business (excluding bank, state and public holidays), as the case may be, and on which transactions of the nature contemplated for the Account may be carried out.

**“State Bank of Vietnam”** refers to a Government body and a central bank of the Socialist Republic of Vietnam as per **“Law On the State Bank of Vietnam”** which may be amended or modified from time to time.

**“Terms and Conditions”** means these terms and conditions set out in this booklet and shall include any amendments, variations and supplements made from time to time by HLBVN and shall apply to all accounts unless specific account type terms to the contrary apply.

“**Customer Service Centre**” or “**Call Centre**” is HLBVN’s customer service center to perform serving, guiding and responding customers’ questions via telephone number 1900 633 068, operating 24 hours per day and 7 days per week.

## **1.2 Interpretation**

(a) Words importing the masculine gender shall include the feminine and neuter genders and vice versa. Words importing the singular shall include the plural number and vice versa.

(b) Where the Customer consists of two or more persons, the obligations and liabilities of each person shall be joint and several.

(c) If there is any discrepancy in meaning between the Vietnamese version of any of these Terms and Conditions with any translation, the Vietnamese version shall prevail.

## **2. Opening of Accounts**

2.1 The opening of the Account is made through HLBVN prescribed contract for opening account, these Terms and Conditions, and is subject to HLBVN’s requirements from time to time, including those as to business activity, age, minimum deposit, references and supporting documents acceptable to HLBVN.

2.2 HLBVN is entitled to refuse any application to open any Account if the application does not meet the requirements of HLBVN.

### **2.3 Change of Particulars**

The Customer shall immediately notify HLBVN of any change of address, contact numbers, authorised signatories, passport or ID number, personal information or other particulars by notice in writing, failing which HLBVN is entitled to rely on the last provided written particulars.

2.4 The Customer declares that all information furnished to HLBVN are complete, true and correct and the Customer authorizes and consents to HLBVN obtaining any other information relating to opening and using of Account from any sources such as any credit reference agency, Inland Revenue Authorities or any authorities and by whatever means and at any time as required by laws.

2.5 The Customer shall be responsible for:

(a) Obtaining all approval (where necessary) from all competent Vietnamese authorities to enable the Customer to open, maintain and operate an Account. HLBVN may request the Customer to provide evidence of such approval at any time;

(b) Maintaining and operating an Account in accordance with these Terms and Conditions and the regulations of the State Bank of Vietnam. HLBVN reserves the right to refuse any transaction or stop the provision of any Services if, as decision of HLBVN, such transaction is contrary to Vietnamese law and/or the HLBVN’s rules applicable from time to time as posted on HLBVN’s website and/or its branches/transaction offices; and

(c) Providing HLBVN documents as well as signing on papers in accordance with laws of Vietnam from time to time for using the Account and Services upon HLBVN’s request.

## **3. Instructions and Notices**

3.1 HLBVN shall be entitled to rely upon and act on the instructions of the Customer, whether oral or written and whether given/communicated by telephone, post, hand, courier, telex, cable, facsimile transmissions or other electronic means. Without prejudice to the generality of the foregoing, HLBVN shall be entitled to rely and act on any such notice or instructions given, whether based on identity verification or signatures which appear to HLBVN by reference to the names and signatures of such persons filed with HLBVN, to be the signatures of:

(a) the Customer; or

(b) any of the persons authorised by the Customer to issue any notice or any instructions whatsoever on behalf of the Customer, without enquiry on the part of HLBVN as to the identity of that person or as to the authenticity of such notices or instructions notwithstanding that it is subsequently shown that the same was not given by the Customer. HLBVN is entitled to treat all such notices or instructions given, as binding upon the Customer. HLBVN shall be entitled (but not bound) to take such steps in reliance upon such communication and the risk of the instructions being given by improper authorised persons in any case and in any reason are entirely the risk of the Customer.

- 3.2 HLBVN shall be under no duty to enquire into the genuineness or authenticity of the communication given/communicated to HLBVN by any means whatsoever or the identity of the caller and HLBVN's rights herein shall not be affected by any misuse or unauthorised use of such communication. HLBVN shall be indemnified in full by the Customer against all loss, claims, demands, costs, damages, expenses and all other liabilities whatsoever which it may incur in consequence of its accepting and acting on such communication in accordance with applicable laws.
- 3.3 Any notices by the Customer to HLBVN (addressed to the branch/transaction office at which the Account is maintained) must be sent by registered mail or courier service or directly to bank staff at the branch/transaction office.

#### **4. Changes in Instructions/Customer/Disputes**

- (a) in the event of any change of instructions or countermanding instructions are received by HLBVN in respect of any accounts which HLBVN in good faith doubts the genuineness of authority of the Customer; OR
- (b) where there are changes in the Customer whether due to events such as death, resignation, insolvency, incapacity, change of structure or otherwise; OR
- (c) where there is evidence of a dispute in relation to any of the accounts,

HLBVN may, but shall not be obliged to comply with any of instructions it receives and may proceed to:

- (i) place a hold on one or all of the Customer account until HLBVN receives written instructions from all accountholders or in any event, from a party(ies) who has the lawful authority to give instructions on the account; OR
- (ii) may proceed to close the account as per Clause 18 herein

#### **5. Deposits and Withdrawals**

- 5.1 The Customer may make deposits and withdrawals (subject to HLBVN's requirements on minimum deposits and withdrawals as published by HLBVN on its website and/or at branches/ transaction offices) from time to time by completing the prescribed form and producing the documents required by HLBVN.
- 5.2 All Cheques and other monetary instruments may be received for collection but the proceeds will not be credited/available until HLBVN has received payment for the same. Cheques and other monetary instruments which are deposited into the Account may not, except by special arrangement, be drawn against until the proceeds have been received by HLBVN.
- 5.3 HLBVN shall not accept for collection cheques and other monetary instruments which in HLBVN's opinion are irregular in any manner or which may have been altered in any way notwithstanding that the alteration may have been countersigned by the drawer.
- 5.4 HLBVN is entitled to debit to the Account with the value of cheques previously purchased/discounted for or credited to the Customer if such cheques are dishonoured.

- 5.5 Cheques received for collection but are dishonoured may be returned to the Customer at the Customer' own risks and expense.
- 5.6 HLBVN reserves the right to pay the Customer any amount withdrawn by either one or a combination of (a) cash payment; and/or (b) other forms of remittances.
- 5.7 HLBVN reserves the right to revise, amend or cancel, in whole or in part, any of the terms and conditions (including the Bank's charges) relating to any products or services it provides. Any such revision, amendment, cancellation or charges will take effect from such time as brought to the attention of the account holder by display, advertisement or any other means such as published by HLBVN on its website and/or at branches/transaction offices. If the Customer does not agree with such revision, amendment or cancellation, the Customer may close the Account by submitting a written notice in HLBVN's form to HLBVN.

#### **6. Sufficient average minimum balance and Funds**

The Customer shall maintain monthly average minimum balance in the Account as prescribed by HLBVN on its website and/or at its branches and transaction office, and ensure that there are cleared and sufficient funds available in the Account to perform any of the transactions instructed by the Customer (including at the time of issuing cheques) unless the Customer has made prior arrangements with HLBVN and agreed in writing by HLBVN.

If the Customer fails to maintain the monthly average minimum balance in the Account, HLBVN reserves the right to collect maintenance charge on such insufficient Account which is published by HLBVN on its website and/or its branches and transaction office from time to time.

#### **7. Interest**

Interest at such rates as HLBVN may specify from time to time will be paid on the Account in accordance with HLBVN's prevailing practice (where applicable). Any changes on interest rate shall be published on HLBVN's website and/or at its branches and transaction office.

#### **8. Joint Accounts**

- 8.1 At the Customer' request, HLBVN may allow conversion of an individual account to a joint account or allow additional accountholder to an existing joint account. All monies standing to the credit of the individual account shall upon conversion be the joint property of the joint accountholders and HLBVN shall not be bound to recognize otherwise whether or not HLBVN has notice of the same. All obligations and liabilities of the individual accountholder arising out of or in respect of the individual account whether arising prior to, on or subsequent to conversion shall be borne by each of the joint accountholders jointly and severally. This provision shall also apply where there is an additional accountholder to the existing joint account.
- 8.2 The joint account must be opened by all the Customer. Where HLBVN is instructed and authorised to act on instructions of any one of the Customer, the Account may be operated and/or closed by any one of the Customer. Where HLBVN is authorised to act on the instructions of both or all of the Customer, the Account may only be operated and/or closed by both or all of the Customer, as the case may be.
- 8.3 HLBVN reserves the right to refuse to accept cheques or monetary instruments made payable to one of the joint accountholders to be paid into the joint account. In the event HLBVN accepts such cheques or monetary instruments made payable to one of the joint accountholders, the joint accountholders shall hereby indemnify HLBVN for any loss suffered or incurred by HLBVN as a result of accepting such cheques or monetary instruments, except for loss which is caused by the default of HLBVN.

8.4 In the event of death, missing, losing civil act capacity as declared legally of any one of the Customer, then the use right to the account and obligations deriving from the use of the joint account shall be solved in accordance with applicable laws and regulations.

#### **9. Right of Set-Off and Consolidation**

Without prejudice to any other remedies which HLBVN may have, HLBVN may without notice to the Customer combine and consolidate any or all of the Customer' Account in HLBVN against the Customer' liabilities with HLBVN and set off and transfer any sum standing to the credit of any such Account in or towards the satisfaction of any of the Customer' liabilities to HLBVN under any of the Account, agreements or contracts, whether such liabilities are primary, collateral, joint or several or in any other currencies.

#### **10. No Set-Off or Counterclaim by the Customer**

Until all monies owing are paid or discharged in full, the Customer shall not on any ground claim any set-off or counter claim against HLBVN in respect of any liability from HLBVN to the Customer or any other party.

The Customer agree that nothing in the arrangements between HLBVN and the Customer and/or any other party shall be treated as constituting an implied agreement restricting or negating any lien, charge, pledge, right of set-off or other right which HLBVN has existing or implied by law.

#### **11. Lien**

HLBVN is authorised to exercise a lien over any and all monies and properties of the Customer and any security party which (for any reason) is in or which howsoever comes into the possession or control of HLBVN. HLBVN may dispose of or sell such properties and apply the proceeds of sale after deduction of expenses to satisfy any obligations, indebtedness and liabilities owing by the Customer to HLBVN.

#### **12. Application of Payment**

12.1 Notwithstanding any other provisions contained herein to the contrary, HLBVN is entitled to apply any payments received from the Customer or from any person making payments on behalf of the Customer (irrespective of whether the purpose of the payment is specified or not) towards satisfaction in whole or part of any amount of principal, interest (including late payment interest) / charge (including late payment charges) or other sums of monies then owing by the Customer to HLBVN complying with relevant laws and regulations.

12.2 HLBVN may refuse to attend to the payment order/instruction of the Customer in any of the following cases:

- (a) The Customer fails to fulfill requirements of payment procedures;
- (b) The payment instruction is invalid, not in line with the registered details in the account opening form or not conformable to the agreement between the Customer and HLBVN;
- (c) Balance in the Account is insufficient or in excess of the overdraft limit (if any) for performing the payment instruction;
- (d) Upon receiving a written request from a competent state authority or having appropriate evidence showing that the payment instruction is for the purpose of money laundering or terrorism financing as stipulated the relevant laws and regulations;
- (e) The Account is temporarily blocked, frozen or closed; or
- (f) If only part of the balance of the Account is temporarily blocked or frozen and the remaining balance which is not blocked or frozen is not sufficient for performing payment instruction

(except for the case of overdraft) or in the case of overdraft facilities (if any) is in excess of the overdraft limit.

12.3 HLBVN shall be entitled to refuse request for temporary blocking, closing or freezing the Account by the Customer when the Customer has not fulfilled its payment obligations under an enforcement decision of the competent state authority or has not fully paid any outstanding amount payable to HLBVN.

13. Where requested by the Customer for a statement of any account including but not limited to payment account, time savings deposit, fixed deposit, the statement may be rendered at such periods as such request subject to decision of HLBVN. The Customer must examine all entries in the statement of account, and to immediately report to HLBVN any error found therein. If the Customer does not, within fourteen (14) days (or such other period specified by HLBVN in the statement) after the receipt of statement of account object to any entry therein the Customer shall be deemed to have accepted the entries made up to the date of the last entry in the statement of account as correct.

#### **14. Methods and time limit for dispute transaction**

14.1 The Customer who disputes on any disputed transaction while using the Account shall notify HLBVN of the disputed transaction through HLBVN Call Centre at 1900633068 or by filling in the form provided by HLBVN at its branches/transaction office within sixty (60) days from the transaction date. In case the disputed transaction is notified through the Call center, a written claim thereof in HLBVN's form shall be submitted by the Customer to HLBVN within five (5) Business Days from the notification through the Call center for official settlement. In case the Customer fails to do so within the above period, the transaction shall be considered as agreeable and acceptable by the Customer.

14.2 Time for handling disputed transactions: HLBVN shall verify and settle such a claim within thirty (30) Business Days from the date of receiving notification from the Customer. If the disputed transaction is not attributable to the Customer and/or a Force Majeure Event, within five (5) Business Days upon being notified of the result of the disputed transaction, HLBVN shall indemnify the Customer for actual damages/losses.

14.3 In case of failing to determine the cause or whose fault of the disputed transaction after the handling period, both parties shall reach an agreement thereof within next 15 Business Days.

#### **15. Dormant Account**

15.1 HLBVN may consider an Account to be dormant if no transactions are initiated by the Customer for a term of six (6) consecutive months or other period as prescribed by HLBVN from time to time and as notified to the Customer by mail, email, SMS or post on its website or at branch/transaction offices.

15.2 HLBVN shall inform the Customer in writing one (1) month before that the Account becomes dormant and reserves the right to impose a charge on dormant Account which is published on its website and/or at branches/transaction offices in accordance with regulations of HLBVN and the relevant laws.

#### **16. Temporary blocking the Account**

16.1 HLBVN may temporary block any or all amounts in the Account (suspending operation) upon receipt of a written instruction of the Customer or based on a written agreement between the Customer and HLBVN.

16.2 The temporary block period and handling of outward or inward payment instructions during such time shall be as instruction of the Customer or per the written agreement between the Customer and HLBVN, if any.

#### **17. Freezing of Account**

- 17.1 HLBVN shall be entitled to freeze any or all amounts of the Account in the following cases:
- (a) As per written request of competent authorities in accordance with laws;
  - (b) There is some mistake, error in crediting to the Account or a request for refund of money is sent from the remitting payment service provider. The frozen amount shall not exceed the amount remitted due to the mistake or error;
  - (c) A written notice of one of the Customer informing that there is a dispute among the joint accountholders of the joint Account;
- 17.2 The freeze shall be ended if:
- (a) the frozen duration as per written request of competent authorities expires;
  - (b) there is a written request of competent authorities on termination of the freeze;
  - (c) the mistake or error mentioned in Article 17.1 above has been settled by HLBVN;
  - (d) there is a written instruction by all Accountholders to unfreeze a joint Account;
  - (e) other cases as prescribed by laws.
- 18. Closure of Account**
- 18.1 HLBVN may close any or all of the Account in any of the following cases:
- (a) When balance of a dormant Account or Account becomes zero (0) after a certain period as prescribed by HLBVN in its website or at branch/transaction offices; and
  - (b) As per written request of the Customer subject to the Customer fulfilling obligations relating to the Account;
  - (c) Operation of the Account holder who is organization is terminated in accordance with laws, individual account holder is deceased, declared as dead, missing or loses civil act capacity;
  - (d) The Customer breaches the terms and conditions under the Application cum Card, Account Contract and/or these Terms and Conditions;
  - (e) Other cases as provided for by the laws.
- 18.2 HLBVN shall send at least 15 days' prior written notice of the closure to the Customer in case of items (a) and (d); and notify the Customer of account termination in case of items (a), (c), and (d) of Article 18.1 herein. HLBVN's entire liability shall be discharged upon handling the remaining balance, if any, where the Account is closed as follows:
- (a) Making payment as requested by the Customer, guardian, legal representative of the Customer (if the Customer is under 15 years old, or is restricted in civil act capacity, or loses civil act capacity, or a person with limited cognition or behavior control) or the inheritor, inheritor's representative in case that the Customer of the Account is deceased, declared as dead, missing;
  - (b) Making payment under the decision of the court;
  - (c) Handling in accordance with applicable laws and regulations in the event where the legal beneficiary to the balance on the Account has already been notified but failed to come up to receive or as per a prior written agreement with the Customer in conformity with applicable laws and regulations.
- 18.3 Upon the closure of the Account either by the Customer or by HLBVN, all unused cheques issued shall become the property of HLBVN and the Customer shall immediately return them to HLBVN.
- 18.4 HLBVN reserves the right to impose a service charge in the event the Account is closed within a certain period from Opening of Account as determined by HLBVN which shall be notified on its website and/or at branches/transaction office.

**19. Costs, Expenses and Other Charges**

- 19.1 Subject to Clause 9, HLBVN shall be entitled to impose and deduct from or debit the Account complying with HLBVN's policy and relevant laws regarding the following:
- (a) service fees and other miscellaneous charges, including the usual bank charges, commissions, on all transactions and services provided at such rates as may be notified on its website and/or at branches/transaction offices from time to time;
  - (b) legal fees (on a solicitor and own client basis) incurred for the recovery of the monies owing to HLBVN, the Customer shall pay interest on such debited amount at the rate (both before as well as after demand, judgment or order) and at such rest period as may be stipulated by HLBVN to the extent permitted by laws from the date of such sums having been paid or expended or owing until date of settlement; and
  - (c) wherever applicable, service charges on the Account and any interest on credit balances will be calculated according to the rules permitted by the laws of Vietnam and / or HLBVN.
- 19.2 HLBVN may vary such service fees, commissions and other charges at any time and from time to time as notified on its website and/or at branches/transaction office.
- 19.3 In the event HLBVN is required by law to withhold any amount, HLBVN shall be entitled to deduct from any amounts due to the Customer any withholding or other taxes or charges payable in respect of any income or interest/profit on the amount outstanding in the Account.

**20. Business Hours and/or Days**

The business hours and/or days of HLBVN may be extended, changed or otherwise revised in accordance with its business and operational requirements and such changes shall be noticed on its website and/or posted at branches/transaction offices.

**21. Waiver**

No failure or delay on the part of HLBVN in exercising nor any omission to exercise any right, power, privilege or remedy accruing to HLBVN under these Terms and Conditions shall impair any such right, power, privilege or remedy or be construed as a waiver thereof or an acquiescence in such default, nor shall any action by HLBVN in respect of any default or any acquiescence in any such default impair any right, power, privilege or remedy of HLBVN in respect of any other or subsequent default.

**22. Indemnity**

- 22.1 In addition and without prejudice to the powers, rights and remedies conferred on HLBVN herein, in law and/or in equity, the Customer shall hereby indemnify HLBVN against any actual loss, damages and expense (including legal expenses on a solicitor and own client basis) which HLBVN may sustain or incur as consequence of any default in payment by the Customer of any sum owing including any interest / charge or fees paid or payable on account of or in respect of any funds utilised, borrowed or deposits from third parties in order to maintain the amount in default or in liquidating or re-employing such funds or deposits or for any breach of any of these Terms and Conditions.
- 22.2 The Customer shall indemnify HLBVN against any loss which HLBVN may incur as permitted by law by reason of its guaranteeing any endorsements, discharge or discharges on any cheque, bill, note, draft, dividend warrant or other instruments presented by the Customer for collection and every such guarantee given by HLBVN shall be deemed to have been given at the Customer's expressed request in every case.



22.3 In the event the Customer is required to execute any additional indemnities in favour of HLBVN, the indemnity(ies) shall be executed by all the accountholders where the Customer comprises more than one person.

### **23. Foreign currency conversion**

23.1 Unless otherwise agreed in writing, the Customer agrees that any conversion from one currency into another currency for whatsoever reasons may be effected by HLBVN in such manner as HLBVN may decide and at rate of exchange published by HLBVN on its website or at branch/transaction office at the time of conversion then prevailing (“Exchange Rate”).

23.2 Foreign currency transactions conducted online by the Customer via digital banking shall be under process of digital banking manual as the Customer’s registration, in such transactions, the Exchange Rate in item 23.1 above is applied.

### **24. Limitation of Liability**

24.1 Without prejudice to any other provisions herein, HLBVN shall in no way be liable to the Customer and/or any third party for any loss (whether direct or indirect) of profits or business or goodwill or any kind of loss or damage relating to using account which are not attributable to HLBVN.

24.2 The Customer is required to be aware of any sanctions imposed by countries/organisations where they wish to send funds to or receive funds from. If any funds/documents/transactions are delayed/blocked/held in relation to the said sanction(s), HLBVN will not be held liable for such delay/block/holding.

24.3 Subject to the provisions herein, HLBVN 's sole and entire liability to the Customer(s) in contract, tort (including negligence or breach of statutory duty) or otherwise arising by reason of or in connection with these Terms and Conditions or howsoever shall not exceed the amount of the transaction involved which gave rise to the claim or the direct damages sustained, whichever is the lower.

24.4 This Clause 24 is to be construed as a separate limitation applying and surviving even if for any reason one or the other provisions is inapplicable or held unreasonable in any circumstances and shall remain in force notwithstanding the termination of the Account or services.

### **25. Force Majeure**

25.1 Notwithstanding any other provisions herein, in the event HLBVN is unable to perform any operations or to provide any services due to any reason beyond HLBVN’s control, including but not limited to fire, earthquake, flood, epidemic, natural catastrophe, accident, riots, civil disturbances, industrial dispute, act of public enemy, embargo, war, act of God, a state of political or economic chaos in any country or any factor in a nature of a force majeure or any failure or disruption to telecommunication, electricity, water, fuel supply (“Force Majeure Event”), HLBVN and the Customer shall not in any way be liable for any inconvenience, loss, injury, damages suffered arising from the same.

25.2 HLBVN may freeze or suspend operations of any or all Accounts and / or Service in accordance with laws and/or as a result of Force Majeure Event, HLBVN’s records, Accounts or Service are not available or access thereto is hindered or prohibited.

25.3 All monies deposited will be payable under these Terms and Conditions and relevant law, under no circumstances will HLBVN’s head office, other branches, transaction office, or any individual or organization of HLBVN be responsible for the repayment of such funds.

### **26. Severability**

If any provision, term or condition herein or any security document taken is or becomes illegal, void, invalid, prohibited or unenforceable in any respect, the same shall be ineffective without

invalidating the remaining provisions of these Terms and Conditions or the respective security document, as the case may be.

## **27. Notices by HLBVN**

Any notification from HLBVN to the Customer may be given in any of the following manner:

(a) by ordinary post or registered post or courier or by hand sent to or left at the Customer' last known address registered with HLBVN and shall be deemed to be received by the Customer within three (3) Business Days from posting if sent by ordinary post or registered post and within two (2) Business Days from sending if by courier or upon acknowledgment of receipt if by hand; or

(b) by general notice in one major newspaper or posted at HLBVN's branch premises or on visual screen through a computer or visual terminal or at its website and the notice shall be deemed to have been sent or effective from the date of such notice is made available or the date specified in the notice; or

(c) by notice as prescribed in item (a) above or through email, SMS, or express mail for notice privately addressed to Customer.

## **28. Disclosure**

28.1 Information of the Customer will be treated as confidential in accordance with laws. Notwithstanding the aforementioned, under these Terms and Conditions, the Customer agrees that HLBVN is authorised to disclose, use or obtain any information relating to the Customer, banking accounts or matters related thereto to and/or from any person to State Bank of Vietnam, other authority or as required by law and regulations, companies which are related to HLBVN, HLBVN's auditors, solicitors, professional advisors, service providers, any security party or third parties (connected with the provision of products and/or services or otherwise in relation to the Account, including provision of the Customer's account information to your employer for salary payment) in accordance with laws.

28.2 The Customer agrees that HLBVN reserves the right to share his/her personal data within HLBVN's and/or Hong Leong's group of companies, holding company of HLBVN, other branches, subsidiaries, related companies (whether within or outside Vietnam) for marketing and promotional purposes. The Customer allows HLBVN contact the Customer via post-office, telephone, email and SMS to notify of HLBVN's products and services from time to time ("Promotion"). The Customer who wishes to opt-out from the receiving of the Promotion is required to visit any of HLBVN's branches/transaction office or call HLBVN's Call Centre at **1900 633 068** or apply other measures permitted by laws to register his/her instruction to opt-out of the said receiving.

## **29. Terms & Conditions**

29.1 The operation and utilisation of the Account shall be on these Terms and Conditions and any other terms and conditions which may be prescribed by HLBVN.

29.2 HLBVN reserves the right to add to, vary, amend or delete any or all of the Terms & Conditions at any time and from time to time. The opening and continued operation of the Account by the Customer shall constitute consent by the Customer to be bound by these Terms & Conditions.

29.3 New/additional product, features or services - Where HLBVN offers new or additional products, features or services to the Customer, the Customer' acceptance in the manner prescribed by HLBVN and use of such new or additional product, features or services shall be deemed acceptance by the Customer of these Terms and Conditions and such additional terms and conditions (if any) as may be prescribed by HLBVN.

29.4 If there is any inconsistency between these Terms and Conditions and the terms and conditions for any electronic, phone and/or internet banking services made available by HLBVN, the terms and

conditions for the electronic, phone and/or internet banking services published on HLBVN's website shall prevail.

**30. Governing Law and Jurisdiction**

These Terms and Conditions shall be governed by and construed in all respects in accordance with the laws of Vietnam. The Vietnamese courts shall have jurisdiction to settle any dispute arising out of or in connection with its obligations and liabilities under or arising out of the Account and these Terms and Conditions.

**31. Terms & Conditions Supersedes**

These Terms and Conditions supersede all prior rules and regulations and/or terms and conditions governing the Account.

**32. Security and Disclaimer**

These Terms and Conditions contain requirements/instructions to the Customer with regards the security of their accounts, account related instruments and records. Where any express term/requirement/instruction in these Terms and Conditions is not complied with by the Customer, the Customer will be responsible for all liabilities in relation to the same. The Customer understands that where access to the Account is facilitated by the Customer to other/multiple parties, the Customer will address the need for internal safeguards and the checking of account statements as per set out herein.

The Customer is required to be aware of any sanctions imposed by countries/organisations where they wish to send funds to or receive funds from. If any funds/documents/transactions are delayed/blocked/held in relation to the said transaction, HLBVN will not be held liable for such delay/block/holding except for actual losses or costs arising from the default of HLBVN. The Customer shall regularly visit HLBVN's website, branches and transaction offices to obtain the latest update of guidelines on safety and security in account usage and ensure that the Account is used in a secured and confidential manner.

**33. Taxes**

If HLBVN is at any time required to pay any goods and services tax or other tax or amount on, or calculated by reference to, any sum received from Customer (except for payment by HLBVN of tax on its overall net income), HLBVN shall have the right to debit the Customer's Account for such goods and services tax or other tax or amount, notwithstanding that such debiting may result in the Customer's Account becoming overdrawn.

**PART B - PAYMENT ACCOUNT**

1. Payment account is an account that the Customer opening with HLBVN for making payment transactions. Deposit in the payment account shall be demand deposit.
2. The payment account shall include but unlimited to following types:
  - (a) Savings Account (An Loi);
  - (b) Current account;
  - (c) Capital account: means an account opened for transactions regarding capital transfer and investment activities as prescribed by laws;
  - (d) Foreign loan account: means account opened for transactions regarding lending and repaying offshore loans under relevant laws; and
  - (e) Other accounts provided by HLBVN from time to time in accordance with laws.

3. The application for cheque books should be made on HLBVN's prescribed forms or by any other method prescribed by HLBVN. Cheques may not be drawn on HLBVN except on those supplied by HLBVN bearing the account number of the current account which is mentioned in Clause 2.b) of this Part B. The Customer who wishes to withdraw cash may do so with the consent of HLBVN by using the prescribed cheques, prescribed withdrawal slips or such other instruments or forms as may be required by HLBVN.
4. The Customer shall exercise care when writing out a cheque so as not to facilitate fraud. HLBVN shall have the right to dishonour and return cheques where the signature of the Customer differs from the specimen supplied to HLBVN. No alterations whatsoever shall be made on cheques. HLBVN reserves the right to dishonour and return cheques which in HLBVN's absolute opinion bear any form of alteration (whether countersigned by the Customer / drawer or otherwise) or HLBVN has reasons to doubt the genuineness of the customer's identity or fingerprint clarity, the affixing of the fingerprint, or the authority on the cheque or the company stamp.
5. (a) The Customer shall be responsible for keeping the cheque books under lock and key at all times. The Customer shall inform HLBVN immediately in the event a chequebook or cheque leaf is missing, lost, stolen or destroyed. HLBVN will not be liable or responsible for any loss incurred by the Customer if through his/her negligence or omission an unauthorised person obtains the chequebook or leaf and fraudulently obtains payment on any sum belonging to the Customer.  
  
(b) HLBVN may at the request of the Customer issue a cheque book, due to its lost, upon the execution of a letter of indemnity and in the case of a joint account by all the joint Customer and the payment of a service charge, if any. Upon issuance of a new cheque book, the original shall thereafter be invalid and if found or recovered must immediately be returned to HLBVN.  
  
(c) The Customer must check the correctness of the cheque book contents before leaving the premises of HLBVN.
6. The Customer shall use HLBVN's prescribed forms when depositing cheques and monies. The Customer must check and ensure that the counterfoil bears the endorsement by HLBVN teller machine or by an officer of HLBVN before leaving the premises of HLBVN. Counterfoils are only valid as an acknowledgment of receipt if they bear such endorsement.
7. Cheques and other monetary instruments paid into the current account and which have been dishonoured may be returned by hand or by post or such other mode as may be applied by HLBVN to the Customer at the address last registered with HLBVN at the Customer's costs and expense.
8. The Customer will indemnify HLBVN, as collecting banker, from any loss which HLBVN may incur by reason of its guaranteeing any endorsements, discharge or discharges, on any cheque, bill, note, draft, dividend warrant or other instruments presented for collection and every such guarantee given by HLBVN shall be deemed to have been given at the Customer's expressed request in every case.
9. Where HLBVN accepts or incurs liability for or at the request of the Customer, any funds or securities and other valuables deposited with HLBVN belonging to the Customer and in the hands of HLBVN shall automatically become security to HLBVN and HLBVN shall have the right to retain such funds or any part thereof and even dishonour the Customer's cheques until the liability is settled.
10. Overdrafts are granted only after due arrangement has been made with HLBVN. Interest will be charged monthly based on the daily overdrawn balances at the rate to be approved by HLBVN, or at such frequency/rest periods as may be determined by HLBVN.
11. HLBVN will only stop payment on any cheque issued upon receipt of instructions from the Customer whether in writing or through any other services made available by HLBVN and HLBVN shall not be responsible for any loss or damages caused by an oversight except for actual losses or costs arising from the default of HLBVN. HLBVN is authorised to honour and comply with all cheques, drafts,

orders to pay, bills of exchange and promissory notes expressed to be drawn, signed, accepted, indorsed or made on the Customer' behalf whether the current account is in credit or in debit or may become overdrawn in consequence or otherwise but without prejudice to HLBVN's right to refuse or allow any overdraft or increase of overdraft limit beyond any specified overdraft limit from time to time. Where a debit or non-prearranged overdrawn position arises, the customer shall be liable for all such sums.

12. Wherever applicable, service charges on the current account and interest on credit balances will be calculated according to the rules of the State Bank of Vietnam or HLBVN as published on its website and/or at branches/transaction offices.
13. The Customer may send request to track or complaint relating to Cheque transaction via HLBVN Call center or branches/transaction office within sixty (60) days from the day on which the Customer submits Cheque for payment. If a request to track or complaint is made via HLBVN Call center, the Customer must submit a written request thereof in HLBVN form within three (3) Business Days from the date of the Customer making the call to HLBVN Call center. HLBVN will handle this request within thirty (30) Business Days upon receipt of the request. Settlement of result of the track and complaint shall be implemented in accordance with relevant laws and regulations.

#### **PART C - FIXED DEPOSIT ACCOUNT**

1. Any placement of Fixed Deposit may be made by transfer from payment account of the Customer with the minimum sum prescribed for the corresponding tenure as may be determined by HLBVN from time to time as published on its website or at branches/transaction offices and as agreed in a fixed deposit agreement signed by and between the Customer and HLBVN ("Fixed Deposit Agreement").
2. Withdrawal of the Fixed Deposit at maturity shall be made as instructed by the Customer and to payment account of the depositor maintained at HLBVN and/or other banks under the Fixed Deposit Agreement. For premature withdrawals, any charge or interest rate and other issue related therefrom shall be prescribed in the Fixed Deposit Agreement. HLBVN may not permit withdrawals or renewals at any branch other than at the branch in which the Customer maintains his / her Account.
3. In the event there is any dispute on the joint fixed deposit account, and one/some of the joint accountholders notifies HLBVN in writing of such dispute, HLBVN shall temporarily block the fixed deposit account until receiving instruction on release of the block by all accountholders.
4. Where the Fixed Deposit Agreement is lost/stolen or damaged, its copy will not be issued until the accountholder (or all the accountholders for joint account) execute and submit to HLBVN a request for its copy accompanied with a letter of indemnity in favour of HLBVN and paid the relevant service charges, if any.
5. The fixed deposit account shall be closed and the Fixed Deposit Agreement shall be terminated upon its whole balance is withdrawn.

#### **PART D – TIME SAVINGS DEPOSIT ACCOUNT**

1. Time Savings Deposit is for Vietnamese individual and term TSD only.
2. Placement of Time Savings Deposit must be performed at HLBVN's branches/transaction office as the process of HLBVN, the Customer will receive a Term Savings Deposit Certificate ("Certificate") recording the TSD information; In the case of online placement, the Customer must follow and comply with HLBVN's digital banking rules (HLB Connect), then the detailed information of the TSD shall be shown in the form of statement and recorded on the system.

3. The Customer shall be responsible for keeping the Certificate under lock and key at all times and ensuring that the entries in the Certificate are correct before leaving the premises of HLBVN failing which the customer shall be deemed to have accepted the entries therein.
4. The Customer shall inform HLBVN immediately in the event the Certificate is lost, stolen or destroyed (“Incident”). Upon notice of the Incident from the Customer, HLBVN will temporarily block the Account and the balance standing to the credit of the Account may be withdrawn by the Customer or transferred to a new account at the Customer’s option upon execution of a letter of indemnity by the Customer (and in the case of joint account, by all the accountholders) and the payment of a service charge, if any. The Customer shall be responsible for losses caused by the failure to timely declare the Incident.
5. If the Certificate is torn, unrecognized wrinkle or damage, the Customer shall submit a written request for reissuance in HLBVN’s format together with original Certificate to HLBVN’s branch or transaction office where the deposit was first made. HLBVN shall consider re-issuing of Certificate subject to the satisfactory result of verifying related information and payment of reissuance fee, if applicable as prescribed by HLBVN.
6. The Time Savings Deposit is unassignable or un-transferable.
7. The Time Savings Deposits may be used as security asset for obligations at HLBVN only in accordance with laws. And whenever the Deposit is used as security asset, the Customer undertakes that in case where the secured obligations have not been fulfilled on time, HLBVN shall have the right to debit the Time Savings Deposit for the debt collection.
8. All transactions concerning the TSD Account may be carried out at any branch of HLBVN. In such a case HLBVN reserves the right to request for additional identification.
9. Currency for payment of the TSD is same currency as placed by the Customer. In case of odd payment in foreign currency, this odd amount in foreign currency will be converted into Vietnam Dong at the exchange rate specified in Article 23, Part A, these Terms and Conditions.
10. For withdrawing the TSD, the Customer must submit a withdrawal request in HLBVN's form, present the original Certificate and identity paper of the withdrawal person in accordance with HLBVN's regulations.
11. Premature withdrawals of FD shall be allowed and the lowest interest applicable to demand deposits of HLBVN by respective currency at the time of premature withdrawal or other rate provided by HLBVN in accordance with the applicable laws will be applied. In case of premature withdrawal in cash, the Customer must submit to HLBVN a withdrawal request form at least one (1) Business Day prior to withdrawal date.
12. Interest at such rates as HLBVN may specify from time to time will be paid on the Account in accordance with HLBVN’s prevailing practice (where applicable). Interest rate for renewal/deposit for new tenor will be the interest rate announced by HLBVN at the time of renew/new deposit for the respective period. Interest rate of HLBVN shall be reviewed subject to funding position of HLBVN from time to time. Any changes on interest rate shall be published on HLBVN’s website and/or at its branches and transaction office.
13. The time savings deposit account shall deem as closed when all balance are withdrawn by the Customer.

#### **PART E – DEPOSIT ACCOUNT**

1. Deposit account is an account of organization opened with HLBVN under an agreement/contract for opening deposit account to maintain a certain deposit for securing fulfillment of the Customer’s financial obligation to HLBVN/other party or satisfying requirements of laws to the Customer’s business activity.

2. The deposit account includes main types as follows:
  - Escrow Account: opened under agreement/contract of customers for fulfilling its financial obligations to HLBVN or between customers;
  - Mandatory Deposit Account: opened by the Customer for depositing a certain amount (“Mandatory Deposit”) for meeting requirements to the Customer’s business conditions as prescribed by laws.
3. Term, interest rate, charges and operation applicable to the deposit account shall be subject to agreement or contract entered into between the Customer and HLBVN. Notwithstanding the executed agreement or contract, maintenance of balance, use and refund of the Mandatory Deposit shall be governed by relevant laws and regulations.
4. A confirmation on the Deposit Account and/or deposit amount shall be issued under form of HLBVN or laws if the Customer requests and subject to payment of fees or charges as prescribed by HLBVN from time to time.

 **HongLeong**  
**connect**

- Terms and Conditions -



**For Individuals**

Your use and access to your HLB Connect Digital Banking Service shall be subject to the following Terms and Conditions.

**1. General**

These Terms and Conditions are applicable to all access of HLB Connect from online banking, and mobile electronic device having operation system platform including but not limited to iOS, Android or any electronic operating system platform which is linked to HLB Connect of Hong Leong Bank Vietnam Limited for its customers using.

**2. Definitions and Interpretation****2.1. Definition**

The following terms and expressions shall have the meanings assigned to them unless the context otherwise requires:

“**Customer**” or “**you**” means the individual customers who register HLB Connect Digital Banking Service.

“**HLB Connect Digital Banking Service**” or “**HLB Connect**” means digital banking service provided by HLBVN through HLB Connect Online Banking or HLB Connect App or any other electronic device as HLBVN’s description from time to time and in accordance with the Terms and Conditions of HLB Connect Digital Banking Service.

“**HLB Connect Online Banking**” means the internet banking services provided by HLBVN to enable you to perform banking transactions on electronic device through the internet browser [www.hongleongconnect.com.vn](http://www.hongleongconnect.com.vn) of HLBVN.

“**HLB Connect App**” means the mobile banking application provided by HLBVN to enable you to perform banking transactions on your mobile device (which is allowed to install HLB Connect Digital Banking Application) through HLB Connect App.

“**HLBVN**” means Hong Leong Bank Vietnam Limited and includes all its successors-in-title and assigns in respect of rights and obligations of HLBVN.

“**Banking Account**” means all banking accounts (including but not limited payment account, deposit account and loan account) which you had with HLBVN, linked to HLB Connect Digital Banking Service at any time and from time to time. The Banking Account shall refer to one or more accounts as the context shall require.

“**Prepaid Card**” means an identified virtual prepaid card issued by HLBVN through HLB Connect App, which allow cardholder performing banking transactions through HLB Connect and online payment.

“**HLB Connect Account**” means the login account to HLB Connect granted to customer by HLBVN for accessing to HLB Connect including Username and Password.

“**Username**” means a name for using HLB Connect selected or created by you comprising of alphanumeric characters during the Registration or the Reset of your HLB Connect Account.

“**Password**” means access password to your HLB Connect Account, including alphanumeric characters created by you as rules provided by HLBVN during the Registration or Reset HLB Connect Account.

“**Activation Code**” is list of alphanumeric characters issued to you by HLBVN where you opened Banking Account at HLBVN branches, transaction office as required for your Registration or the Reset of HLB Connect Account where you choose the Banking Account number option for Registration or Reset HLB Connect Account.

“**OTP**” (One Time Password)/ “**SmartOTP**” which is a transaction confirmation code sent via mobile phone in case of OTP or via device registered for SmartOTP in case of SmartOTP to provide a second layer of protection for Online Transaction in addition to Username and Password. It is required to enter OTP or SmartOTP within specific time to perform the Online Transaction.

“**Registration**” means the process of registering HLB Connect Digital Banking Service and/or HLB Connect App of HLBVN.

“**Reset HLB Connect Account**” means change of your Security Codes to access HLB Connect should you want to change or forget your Security Codes or when you want to reactivate your HLB Connect Account which has become dormant after three (3) months of in-active/un-utilizing.

“**Security Codes**” means the security credentials used to identify you when you access and utilize HLB Connect comprising of the Username, Password, OTP, Activation Code, Connect Biometric Authentication and any other Security Codes as HLBVN may issue from time to time.

“**Online Transaction**” means transactions performed by Banking Account through HLB Connect.

“**CAPTCHA Code**” (Completely Automated Public Turing test to tell Computers and Humans Apart) means a random automatic test applied in computer to distinguish computer with human, this is part of HLB Connect’s online security to register HLB Connect.

“**Biometric Authentication**” means the service which:

a) is only available for customer using smart phone or such other equivalent electronic device (“**Mobile Device**”) which employs either:

- (i) fingerprint recognition; or
- (ii) facial recognition.

And

b) enables you to gain access to HLB Connect by using either:

- (i) your fingerprint which has been stored on your Mobile Device (“**Fingerprint**”); or
- (ii) your facial identification which has been stored on your Mobile Device (“**Face**”)

as a simplified sign-in option, and your Fingerprint or Face (“**Biometric Identification**”), as the case may be, together with the Biometric Authentication (as defined in Clause 5.9.2 (a) herein) shall form one of your Security Codes by which HLBVN identifies you for the purpose of enabling you to transact through HLB Connect.

“**Instructions**” mean any instruction given by you to HLBVN using the Security Codes through HLB Connect or through any Approved Communication Channel.

“**Instant Transfer**” is inter-bank transfer service through HLB Connect provided by HLBVN in collaboration with National Payment Corporation of Vietnam (Napas) to allow instant money transfers from the payment account to another account at other banks in the Napas system by using ATM/Debit Card number or account number.

“**Privacy Policy**” means HLBVN’s policies and principles pertaining to the collection, use and storage of personal information of existing and prospective individuals and entities dealing with HLBVN as may be amended from time to time and made available at the HLBVN website respectively and/or in such manner as HLBVN deems appropriate.

“**Approved Communication Channel**” means the communication channels (including but not limited to the telephone, email or any electronic means as may be approved by HLBVN from time to time and which requires authentication with the requisite security codes prescribed for the respective communication channel) which you may use to issue Instructions to HLBVN.

“**Customer Service Centre**” or “**Call Center**” is center to perform serving, guiding and responding your question via telephone number 1900 633 068, operating 24 hours per day and 7 days per week.

“**Affiliates**” means any entity, company, corporation or institution which may offer products, services, content or information on HLB Connect from time to time.

“**Mobile Network Service Provider**” or “**Mobile Network**” means any of the registered telecommunication network service providers providing mobile phone services.

“**Network Service Provider**” or “**Network Provider**” means any internet service provider or commercial online service provider providing connection to the internet.

“**Business Day**” means a day on which HLBVN is opened for business in Vietnam, as the case may be, except for public, bank holidays or other holidays.

“**User Guide**” means the user manual guideline(s) prepared by HLBVN intended to give assistance to customers using HLB Connect.

“**FAQ**” means the frequently asked questions pertaining to registration and banking transaction matters through HLB Connect. The FAQ are available on HLB Connect website at [www.hongleongconnect.com.vn](http://www.hongleongconnect.com.vn) and HLB Connect App.

“**Terms and Conditions**” means these terms and conditions for HLB Connect Digital Banking Service unless the context requires otherwise and includes any amendments, additions, variations or deletions made from time to time and shall refer to the terms and conditions prevailing at that time.

## **2.2. Interpretation**

Words importing the singular shall include the plural and vice versa. Where there are two or more persons comprised in the term “You” or “Customer”, instructions, agreements, undertakings, obligations expressed to be issued or given by or made by one person, shall be deemed to have been issued or given by or made by and binding upon such persons jointly and severally.

## **3. Eligibility and Registration for HLB Connect**

- 3.1. Existing HLBVN customer and has an active Banking Account with HLBVN or new customer applies for Hong Leong Visa Debit card.
- 3.2. HLBVN has the sole and absolute discretion to accept or reject your registration without having to disclose its reason for doing so and/or to respond to any request for information.
- 3.3. You are able to customize your Banking Account(s) settings on HLB Connect which you are the account holder and/or joint account holder, however you could not perform any transaction with the jointly Banking Account (if any).

## **4. Computer Terminals/Personal Electronic Devices and Internet/Mobile Network Access**

- 4.1. You are solely responsible:
  - (a) To ensure that the computer terminal and/or personal electronic devices and related software and hardware meet the required specifications and configurations as may be specified by HLBVN from time to time; and
  - (b) For the installation, maintenance and security of your computer terminal and/or personal electronic devices, related hardware and software (including the internet browser software) and internet/data connection used to access the HLB Connect, and HLBVN shall not be responsible for any loss, damage or expense incurred by you or any third party from any delay, failure, disruption, malfunction or intrusion to the above.
- 4.2. Your access to HLBVN’s website and HLB Connect through a Network Service Provider will be dependent on the terms and conditions of the Network Service Provider.

4.3. The provision of the OTP or SmartOTP upon your request is sent to you through the Mobile Network or the Network Provider respectively and will be dependent on the terms and conditions of the Mobile Network/Network Provider. HLBVN shall not be responsible for any loss or expense incurred by you or any third party from any delay, failure, disruption, malfunction or intrusion to the provision of OTP/SmartOTP above.

## 5. **Gaining Access to HLB Connect**

### 5.1. **Registration of HLB Connect**

(a) For existing customer of HLBVN, you access to website [www.hongleongconnect.com.vn](http://www.hongleongconnect.com.vn), or download HLB Connect App to register HLB Connect using your Banking Account number as below:

**Step 1:** You will be required to select a Banking Account type, enter the Banking Account number, Activation Code, Passport/ID Number, CAPTCHA code (if any) and OTP to verify information.

**Step 2:** Create your Username and Password.

**Step 3:** Read and accept these Terms and Conditions.

**Step 4:** You may select login by Biometric Authentication (if any). If not, please skip this step to complete the registration.

Once successful registration via website [www.hongleongconnect.com.vn](http://www.hongleongconnect.com.vn), you will be notified of the default daily online transaction limits through HLB Connect on the acknowledgment screen.

(b) For new customer registering for Hong Leong Visa Debit Card through HLB Connect App or HLB Connect Online Banking, the Registration of HLB Connect is performed together with registration for account and Hong Leong Visa Debit Card by these steps:

**Step 1:** You select “Start” and answer questions on ID/Citizen Card, FATCA and resident status in Vietnam as requested then select “Continue”.

**Step 2:** You fulfill required information: full name, DOB, ID/Citizen Card number, its issuance date and place, gender and capture the image of ID/Citizen Card’s front and back then select “Continue”.

**Step 3:** Input permanent and current address then select “Continue”.

**Step 4:** Fulfill required information: email, occupation, title and industry then choose card delivery address then select “Continue”.

**Step 5:** Register HLB Connect Account by creating username, password and register mobile number, create tag name then select “Continue”.

**Step 6:** You will receive a summary page to edit or send.

**Step 7:** Read and accept these Terms and Conditions, Terms and Conditions of Account, Hong Leong Visa Debit Card Terms and Conditions.

**Step 8:** Enter OTP which is sent to your mobile phone number and complete the Registration.

After completion of account and card opening, you can login to your HLB Connect Account by using the registered Username and Password or registered Biometric Authentication.

5.2. You may download and install HLB Connect App on up to five (5) Mobile Devices, and use the same Security Codes to login and access HLB Connect.

5.3. You may de-register HLB Connect App from any of your Mobile Devices through any of the following modes:

- (a) Self de-registration – you are required to login to HLB Connect App to uninstall HLB Connect App from any registered Mobile Device;
  - (b) Contact to Customer Service Centre to request for the de-registration of HLB Connect App from any your Mobile Device;
  - (c) Message – you are required to login to HLB Connect and send us a message to request for de-registration of HLB Connect App from any your Mobile Device.
- 5.4. HLB Connect Account will become dormant if there is no login activity and/or utilization within a 3-consecutive month period. For the purpose of security, the HLB Connect Account will be blocked if the Username and/or Password was keyed in wrongly for three (3) times, or the OTP/SmartOTP was input wrongly for nine (9) times.
- 5.5. Reset HLB Connect:
- (a) Forgot or changed Username or Password:  
You are required to reset or change your Username or Password by performing the same process as Registration in Clause 5.1 (a).
  - (b) HLB Connect Account in dormant/block status:  
You are required to reactivate your HLB Connect Account in dormant/blocked status by contact Customer Service Centre or any Branch/Transaction office of HLBVN for our support to update Banking Account status then you can reactivate HLB Connect Account by performing the same process as Registration in Clause 5.1 (a).
- 5.6. You agree that HLBVN uses your Security Codes to identify you and acknowledge that you must keep all your Security Codes secure and exercise reasonable care to prevent unauthorised access and/or use.
- 5.7. HLBVN reserves the right to invalidate your Security Codes without being obliged to offer any prior notice or explanation and to refuse the replacement of the Security Codes without assigning any reason.
- 5.8. Once you have logged on to HLB Connect Account, you must not leave the device which you are using to access HLB Connect at any time or let anyone else to access it until you have properly logged off. You are responsible for ensuring that you have properly logged off at the end of each session.
- 5.9. **Connect Biometric Authentication**
- 5.9.1. Use of Biometric Authentication function:
- (a) To use the Biometric Authentication function, you hereby undertake and confirm that:
    - (i) You are the registered user of HLB Connect Account;
    - (ii) You have installed HLB Connect App on your Mobile Device;
    - (iii) You have registered successfully HLB Connect Account on your Mobile Device;
    - (iv) You have registered successfully your Biometric Identification on your Mobile Device to access HLB Connect Account; and
    - (v) Activate the following functions:
      - (A) For iOS devices:  
Touch ID or Face ID to unblock your Mobile Device
      - (B) For Android devices:  
Activate fingerprint protection

(vi) Biometric Identification stored on your Mobile Device which you used to access HLB Connect is your identification and you agreed to use this information as your official identification information when accessing to HLB Connect.

- (b) To activate the Biometric Authentication of HLB Connect, firstly you must login into HLB Connect App, then go to “Security” menu and select “Manage Biometric” and turn on “Login using device biometrics”.
- (c) To deactivate the Biometric Authentication, first you are required to login into HLB Connect App, then go to “Security” menu and select “Manage Biometric” and turn off “Login using device biometrics”.

5.9.2. By using the Biometric Authentication service, you hereby acknowledge and agree to the following specific terms:

- (a) Your Mobile Devices installed HLB Connect App which having the biometric authentication function enable you access HLB Connect Account by your Fingerprint or Face after you activate Biometric Authentication function on HLB Connect, and HLBVN shall base on your Biometric Identification (Face or Fingerprint) on Mobile Device for verification.
- (b) For avoidance of doubt, all exiting Fingerprint or Face data is stored in the relevant Mobile Device when you set-up activation of Biometric Authentication by your Fingerprint/Face on your Mobile Device and no Fingerprint or Face data is stored on HLBVN servers. For the purpose of the Biometric Authentication service, verification of the Fingerprint or Face is effected by the Mobile Device itself. Once the Fingerprint or Face is recognised by the Mobile Device, the successful verification will be relayed by the Mobile Device to the Biometric Authentication interface of HLB Connect to enable or disable you to proceed with the relevant transaction on HLB Connect.
- (c) You shall not register any third party fingerprint as your Fingerprint or any third party face as your Face, as doing so will enable the third party(s) to have access rights to your HLB Connect Account and perform all functions/services available within HLB Connect, including Biometric Authentication service.
- (d) If you have any third party fingerprint or third party face stored on your Mobile Device, you are required and you hereby warrant that such third party fingerprint or third party face has been deleted from your Mobile Device prior to activate Biometric Authentication service at HLB Connect App.
- (e) Your Fingerprint or Face should be protected with the same level of security as your other Security Codes to prevent any unauthorized access to your HLB Connect Account as well as specified in Clause 11 of this Terms and Conditions.
- (f) Instructions given by you to use Biometric Authentication service shall comprise Instructions as set out in Clause 7 of these Terms and Conditions.
- (g) You shall deactivate Biometric Authentication service in accordance with Clause 5.9.1 (c) herein in the event that you change or dispose your Mobile Device.
- (h) You can use the Biometric Authentication service in respect of up to five (5) Mobile Devices which registered for HLB Connect App but each Mobile Device requires separate Registration for Biometric Authentication service.
- (i) You acknowledge that HLBVN owes no duty to verify the Fingerprint or Face endorsed on the Mobile Device and agree that to the extent permitted under applicable law, HLBVN shall not be liable for any and all losses, liabilities, costs, expenses, damages, claims, actions, or proceedings of any kind whatsoever (whether direct, indirect, or consequential) in respect of any matter in connection with:

- (i) the provision by HLBVN of or your use of Biometric Authentication;
  - (ii) any unauthorised access and performance of unauthorized transaction by HLB Connect Account through Biometric Authentication and/or use of your Mobile Device;
  - (iii) any breach of or failure to comply with any of these Terms and Conditions or any relevant procedures set by HLBVN.
- (j) You acknowledge that in the event that you have lost your Mobile Device, you must deactivate Biometric Authentication immediately by contacting Customer Service Centre to report the loss of your Mobile Device and request for the Biometric Authentication in respect of the lost Mobile Device to be de-registered. If you have more than one (1) Mobile Device registered for Biometric Authentication, you are able to deactivate Biometric Authentication for the lost Mobile Device yourself by using your other Mobile Device.
- (k) HLBVN reserves the right to deactivate Biometric Authentication if such service has not been utilised for three (3) months from the date of your last login or registration or for any time period as may be determined by HLBVN at its absolute discretion without any prior notice of such deactivation. To be able to use Biometric Authentication again, you are required to reactivate Biometric Authentication in accordance with clause 5.9.1 (b) herein.
- (l) HLBVN may in its absolute discretion and at any time, suspend, restrict or terminate your access to Biometric Authentication without being obliged to provide any reason for such suspension, restriction or termination.

## 5.10. Setting SmartOTP

### 5.10.1. Set up SmartOTP

**Step 1:** To activate the SmartOTP of HLB Connect, firstly you must login into HLB Connect App, go to “Security” menu, select “SmartOTP” and turn on “Active SmartOTP”.

**Step 2:** set up SmartOTP PIN.

**Step 3:** Confirm OTP code. This OTP code will be sent via SMS to your registered mobile phone number to confirm your request.

SmartOTP setting completed. The current device will become the main SmartOTP device

### 5.10.2. Receive SmartOTP

After enable SmartOTP successfully, all transactions relating to the Bank Account will be performed with SmartOTP, which is sent via the main SmartOTP device.

### 5.10.3. Change SmartOTP PIN

**Step 1:** To change the SmartOTP PIN, firstly you must login into HLB Connect App, then go to “Security” menu, select “SmartOTP” and turn on “Change SmartOTP PIN”.

**Step 2:** Confirm OTP code. This OTP code will be sent via SMS to your registered mobile phone number to confirm your request.

**Step 3:** Key in new PIN and confirm by re-keying in new PIN.

### 5.10.4. Un-enroll the SmartOTP Device

**Step 1:** To un-enroll the SmartOTP, firstly you must login into HLB Connect App, go to “Security” menu, select “SmartOTP” and then select “Un-enroll Smart OTP”.

**Step 2:** Confirm OTP code. This OTP code will be sent via SMS to your registered mobile phone number to confirm your request.

Complete the un-enroll SmartOTP

### 5.10.5. Un-active SmartOTP

**Step 1:** to un-active the SmartOTP PIN, firstly you must login into HLB Connect App, then go to “Security” menu, select “SmartOTP”

**Step 2:** turn off “Active SmartOTP”.

**Step 3:** confirm your request to switch off Smart OTP

**5.10.6. Risk management for the SmartOTP device in situation of damage, losing.**

If your SmartOTP Management Device is facing problems such as damage or losing, you can contact to HLBVN via Customer Center:

Hotline: 1900633068

Email: ask@hlbvn.hongleong.com

**6. HLB Connect Online and Mobile Banking Services**

**6.1. New/Additional Services** – Where HLBVN offers new or additional services, your acceptance in the manner prescribed by HLBVN and use of such new or additional services shall be prescribed in these Terms and Conditions and such additional terms and conditions (if any) as may be prescribed by HLBVN.

**6.2. Rules and Regulations Governing Your Accounts** – These Terms and Conditions shall be read together with the Terms and Conditions of Accounts. If there is any inconsistency between such Terms and Conditions of Accounts and these Terms and Conditions in term of HLB Connect, these Terms and Conditions shall prevail.

**6.3. Type of Services Available in HLB Connect Online Banking (to be performed on website) include the following but not limited to**

(a) Overview

- Obtain Account details, balances and transactions history

(b) Pay & Transact

- Internal transfer in HLBVN
  - Transfer funds between your own Current/Savings Account
  - Transfer funds to other Current/Savings account at HLBVN
- Transfer to beneficiaries at other banks
  - Account number of other banks
  - ATM/Debit Card number
- Fixed Deposit (FD)/ Time Savings Deposit (TSD)
  - FD/ TSD Placement
  - FD/ TSD Withdrawal
- Bill Payment and Top Up Services
  - Pay Bill
  - Top Up
  - Manage Favourite Services
- Online Transactions
  - View History (successful and failed online transaction details)



- Manage Standing Instructions (SI) (check and cancel)

(c) Other Services

- Settings
  - Customise your internal Accounts to allow for online viewing only or for payment & transaction.
  - Change Online transaction limit
  - Updating Contact information
  - Change Equivalent Currency
  - Change Password
  - Change Language

**6.4. Type of Services Available in HLB Connect App include the following but not limited to**

(a) Overview

- Obtain Account details, balances and transactions history

(b) Transfer fund

- Internal transfer between Banking Account with HLBVN
  - Transfer funds between your Current/Savings account
  - Transfer funds to other Current/Savings account at HLBVN
- Transfer to beneficiaries at other banks
  - Account number at another bank
  - ATM/Debit card number
- Bill Payment & Top Up Service
  - Bill Payment
  - Top Up

(c) Fixed Deposit (FD)/ Time Savings Deposit (TSD)

- FD/TSD Placement
- FD/TSD Withdrawal

(d) Transaction History

- View transaction history details

(e) Settings

- Manage registration of Biometric Authentication
- Manage Mobile Device
- Promotions
- FAQ
- Get in touch with us!

**6.5. Placement and withdrawal FD/TSD Online**

- (a) The placement and withdrawal FD/TSD on HLB Connect is performed by your payment Account opened at HLBVN and is not applied for jointly Account.
- (b) You could place a FD/TSD through HLB Connect by fulfilling all required information and follow the procedure set up on HLB Connect including: choose payment Account, input deposit amount, tenor, maturity instructions and note (if any).

Your request shall be addressed to HLBVN and effected after the OTP sent to your registered mobile phone number with HLBVN or SmartOTP sent to your Mobile Device registered for SmartOTP. By entering into OTP/SmartOTP, the placement FD/TSD transaction is completed, unless any other error notification from HLB Connect.

- (c) The receipt of FD/TSD placement is transaction confirmation which is equivalent to FD agreement or TSD certificate. You could obtain the information on such FD/TSD directly by using HLB Connect Account or contact Customer Service Centre.
- (d) The Debit Account for placing FD/TSD shall be concurrently payment Account to receive placed FD/TSD and its interest at maturity. You could withdraw FD/TSD before maturity date in accordance with set up procedure on HLB Connect.
- (e) The interest rate for deposit or renewal shall be respective interest rate applied by HLBVN from time to time and automatically set up on HLB Connect. The interest rate for premature withdrawals shall be the lowest interest applicable to demand deposits of HLBVN by respective currency at the time of premature withdrawal or other rate provided by HLBVN in accordance with the applicable laws.
- (f) Interest accrues on a daily basis of a 365 day per year and the actual number of days elapsed using the following formula:  
$$\text{Interest} = \sum (\text{Actual balance} \times \text{number of days maintaining actual balance} \times \text{Interest rate}) / 365$$
- (g) If you are the foreigner, the tenor for deposit is restricted within the remaining time of the permitted residence term in Vietnam which is updated and recorded in HLBVN system.
- (h) In any circumstances, if your payment Account at HLBVN is inactive /has been closed at the maturity of deposit, HLBVN is entitled to settle the balance of such deposit according to HLBVN's internal procedure and applicable laws.

#### **6.6. For transactions or services requiring OTP/SmartOTP:**

- (a) You may request for the OTP or SmartOTP to perform any Service via HLB Connect where the OTP will be sent via SMS to your mobile phone number which has been registered with HLBVN or SmartOTP sent to your Mobile Device registered for SmartOTP. Delivery time of the OTP/SmartOTP is dependent on the service level of your subscribed Mobile Network/Network Provider respectively. When you enter the received OTP/SmartOTP to perform your request Service, you are assumed that you understood and agreed with all terms and conditions applicable for such Service.
- (b) If you request for an OTP/SmartOTP more than once, the previously requested OTP/SmartOTP will be rendered invalid and the latest request will be the valid OTP/SmartOTP to be used in HLB Connect.

#### **6.7. Account Information Presented via HLB Connect:**

- (a) HLBVN shall endeavour to ensure that all information pertaining to your Banking Accounts are presented as accurate as possible on HLB Connect. Notwithstanding this, you acknowledge that HLBVN does not warrant the absolute accuracy of the information. Should you have reason to believe that the information is inaccurate, you will report to HLBVN who will then investigate and resolve the inaccuracy within seven (7) Business Days.

- (b) You acknowledge that your Banking Account information as presented to you via HLB Connect may not be always completely up-to-date due to the possibility of transactions that are yet to be fully processed, verified or authorized by HLBVN or third party (as the case may be). Pursuant to this, HLBVN is obliged to attend to your queries on any of your accounts related to HLB Connect.
- (c) In the event of inconsistency between the Banking Accounts information presented in HLB Connect and the HLBVN's main system (the Host banking system), the Banking Account information as reported by the main system and assessable at branches of HLBVN shall prevail.

**6.8. Transfer to other banks in Vietnam:**

- (a) HLBVN may send messages pertaining to telegraphic fund transfer or other modes of electronic fund transfer by way of cable, telex, telephone, facsimile or other electronic means as may be determined by HLBVN, in either literally, code or cipher or other forms as HLBVN may deem fit.
- (b) Instruction for fund transfer shall be irreversible and irrevocable once delivered to HLBVN unless otherwise permitted by HLBVN. Instruction for fund transfer received after the respective stipulated cut-off-time will be held over until the next Business Day, this term is not applicable for Instant Transfer.
- (c) Refund of any remittance will be made only after HLBVN receives confirmation of effective cancellation of the remittance and confirmation of indemnity in the form of HLBVN from the Customer. Refund shall only in the currency corresponding to the currency of the remittance less cost, interests, charges and expenses, if any.
- (d) All cost and expenses incurred in respect of the amendments, reversals, cancellations and/or refund shall be solely borne by the Customer.
- (e) Notwithstanding any provisions herein contained, HLBVN reserves the absolute right to reject any transfer request in its absolute discretion and without having to disclose its reason(s) for doing so and its decision shall not be questioned on any account whatsoever.
- (f) You shall ensure that all information provided in the transfer request is accurate and correct. For any straight through processing, the crediting to beneficiary's account will be based on the account number in Instruction but not from other details, unless otherwise specified.
- (g) HLBVN shall not liable to the Customer or any third party for damages, loss of profits or earnings, goodwill or any type of special/exemplary, incidental, direct or consequential loss or damage howsoever arising whether by way of omission, negligence, any breach of contract or otherwise and whether or not HLBVN has been advised of the same for any of the following:
  - for any misinterpretation or error (including incorrect name(s) or account number(s) or amount of the transfer request) in any information provided to HLBVN;
  - in the event the transmission of messages is delayed, failed or otherwise interrupted due to reasons beyond HLBVN's control including but not limited to fire, earthquake, landslide, flood, epidemic, natural catastrophe accident, riots, civil disturbance, industrial disputes, act of public enemy, embargo, war, act of God or any failure or disruption to telecommunications, electricity, water, fuel supply or any factor in a nature of a force majeure or beyond the control of HLBVN;

But in the event HLBVN is found liable by laws, HLBVN's sole and entire liability shall not exceed the amount of fee/charge paid for fund transfer involved which gave rise to the claim paid by the Customer.

- (i) The Customer undertakes to indemnify HLBVN fully and completely and against all claims, demands, loss and expenses (including legal costs as between solicitor and own client) and all other liabilities of whatsoever nature or description which may be made taken incurred and suffered by HLBVN in connection with or in any manner arising out of the provision of the

Services or the acceptances of any application made by the Customer of any of the terms and conditions. The liabilities of the Customer shall be a continuing liability and will remain in full force and effect until the liability, if any, of HLBVN is fully discharged.

- (j) Customers are required to be aware of any sanctions imposed by countries/ organizations where they wish to send funds to or receive funds from. If any funds/documents/transactions are delayed/blocked/held in relation to the said sanction(s), HLBVN will not be held liable for such delay/block/holding.

#### **6.9. Availability of Services:**

- (a) HLB Connect is available for your use in twenty four (24) hours a day and seven (7) days a week unless HLBVN notifies you otherwise or for any reason beyond the control of HLBVN. HLBVN does not warrant that HLB Connect will be available at all times, but HLBVN warrants that total time of system suspension in a year is maximum seven (7) day and time for system recovery upon breakdown is maximum four (4) hours.
- (b) In the event HLB Connect is not available, you may carry out your transactions at any of HLBVN's branches/transaction offices or use other alternative banking services available to you.
- (c) HLBVN reserves the right to deactivate your HLB Connect Account if the services have not been utilized for three (3) months or any other time periods as may be determined by HLBVN at its absolute discretion without any prior notice of such deactivation.
- (d) Reliability of Information – Information including but not limited to interest rates, foreign currency exchange rates, product information or quote provided by HLB Connect are for indication purposes only. The actual rate or specific rate that shall apply for a particular transaction can only be determined at the time the relevant transaction is entered into.

#### **7. Instructions**

- 7.1. All transactions carried out through the Security Codes, shall be deemed Instructions and authorizations given by you to HLBVN and HLBVN shall rely upon and act in accordance with the Instructions given by or on behalf of you without inquiry to the authenticity of such Instructions and person giving such Instructions and that HLBVN shall be in no way responsible for any misuse or unauthorized use of messages or Instructions given to HLBVN. HLBVN shall be entitled to treat such instructions as given by you and HLBVN shall be entitled to take such steps in reliance upon such instructions and will not be held liable for any loss, damages and expenses suffered by you or anyone else for complying with such Instructions.
- 7.2. Once issued or transmitted, such Instructions shall be irreversible and shall be conclusive evidence that the Instructions came from you.
- 7.3. You shall ensure that the Instructions issued are complete, accurate and correct.
- 7.4. HLBVN shall be entitled to debit your Banking Account immediately on completion of any transaction instructed by you via HLB Connect using your Security Codes.
- 7.5. You may issue Instructions to cancel, revoke, reverse or amend your earlier Instructions and HLBVN, at its sole discretion, may only comply with the subsequent Instructions provided that the earlier instruction has not been executed.
- 7.6. HLBVN reserves the right not to comply with your Instructions if they are inconsistent with HLBVN's policies or rules and regulations in force for the time being.

#### **8. Transaction Records**

- 8.1. Any Instructions transmitted or received by HLBVN after the relevant cut-off processing time on any Business Day will be treated as given and processed on the next Business Day. The cut-off time for

processing transactions may be varied by HLBVN from time to time at its absolute discretion without any prior notice to you.

- 8.2. Transactions that have not been verified or processed by HLBVN shall not appear in the balances of the relevant Banking Account on HLB Connect and shall not be recorded on the statement of relevant Banking Account.
- 8.3. You could inquire the history of online transactions performed by Banking Account through HLB Connect for period(s) as regulated by HLBVN and download the statement for such transactions. Such statements of the Banking Account shall be binding and conclusive evidence of such transactions carried out by you.

## 9. **Limits on Transactions**

Unless instructed by you or in the event that you have not elected a limit to the carrying out of transactions through HLB Connect, HLBVN shall be entitled to determine and impose any limit whether in amount, frequency and use of or otherwise of any of HLB Connect and/or Security Codes without informing you for its purposes of control.

## 10. **Service Fees and other charges**

- 10.1. HLBVN shall be entitled to impose service fees and other charges for the services utilized by you from time to time. HLBVN is entitled to vary the service fees and other charges, as its description, at any time and from time to time by serving notification at HLBVN premises or post on public media or on website of HLBVN or other media.
- 10.2. Notwithstanding the imposition of service fees and charges of HLB Connect, transactions carried out through Banking Accounts will be charged the usual charges. HLBVN reserves the absolute right to vary the fees such as service fee and other charges at any time in accordance with laws from time to time with prior notice to you.
- 10.3. For the purpose of collecting such fees, you hereby authorize HLBVN to debit the Banking Account with such fees, charges and any Government charges and taxes for the use of HLB Connect.

## 11. **Your Responsibilities**

### 11.1. **Security Codes**

You shall take all precautions to ensure and prevent unauthorized use and fraud of HLB Connect or any part of them and the Security Codes including but not limited to the following:

- (a) That the Security Codes, which includes your Username, Password, ATM PIN, Activation Code and OTP/SmartOTP, must be kept as secret, not accessible to any person and are not written down in any form or manner which may be deciphered by anyone or kept together or disclosed or exposed to any person (including the employees of HLBVN) under any circumstances or at any time. Any advice sent to you containing the Security Codes, must be destroyed immediately after you have received and read them. Any e-mail or SMS requesting for your Security Codes is to be reported to HLBVN immediately;
- (b) That you are to ensure that the equipment you are using will not allow recording of your activities and that the necessary anti-spyware and firewalls are installed;
- (c) That you ensure that you are always logged in to the correct URL for HLB Connect Online Banking;
- (d) That you ensure that you don't use HLB Connect at an internet Café shop or public place providing internet service and you must log out your HLB Connect Account immediately when you leave your computer;

- (e) That you are to de-register HLB Connect Mobile Banking immediately when you lost your mobile phone;
- (f) You are required to change your Password when requested to on a periodical basis;
- (g) Non-Transferability: The Security Codes are issued solely for your use and you shall not transfer, pledge or otherwise use it as security in any form nor part with the use of the same to any other person;
- (h) Exposure of the Security Codes: If the Security Codes are exposed or suspected to be exposed to any person, you shall immediately change the Security Codes, to protect your own interest.

You shall be solely borne responsibility on arising losses or damages, if any, in the event that you have not complied with the above requirement or advice, HLBVN shall not be liable or involved in any losses or damages arising from such your noncomplying circumstances.

#### **11.2. Frequently Asked Questions (FAQ) and User Guide**

- (a) You are requested to read and understand the FAQ before attempting to use HLB Connect and do not carry out any instructions or utilize HLB Connect in the presence of any other person.
- (b) You have read, understood, agreed to be bound by and shall comply with the User Guide of HLB Connect and such other guides of using HLB Connect provided by HLBVN from time to time.

#### **11.3. Balances in Accounts**

- (a) You are to regularly check and carefully monitor the Banking Accounts and the balances and check the balances each time prior to issuing any Instructions to HLBVN.
- (b) You are to immediately inform HLBVN if there is any inaccuracy or irregularity in any of the Banking Accounts.

#### **11.4. Availability of balance in Banking Account**

- (a) You shall ensure that there are sufficient balances available in the Banking Account to perform any of the transactions you require, unless you have made prior arrangements with HLBVN.
- (b) HLBVN shall not be obliged to carry out any Instructions until and unless the relevant Banking Account has sufficient balances.

#### **11.5. Joint Account holders**

Depend on the signing conditions of the joint account, either one of the accountholders may issue instructions and authorize HLBVN to effect any transactions on a joint account. All transactions arising from the use of the Security Codes, to operate a designated joint account shall be binding on all account holders, who shall be jointly and severally liable on all transactions.

#### **11.6. If you receive data or information through HLB Connect which is not intended for you, you are to immediately inform HLBVN by telephone or e-mail and delete the same.**

#### **11.7. This provision shall survive the termination of HLB Connect Account.**

### **12. Liabilities of the Parties**

#### **12.1. By using HLB Connect, you acknowledge and agree:**

- (a) Any electronic request/instruction performed through using HLB Connect shall be valid and bind both you and HLBVN.
- (b) To accept the inherent risks associated with carrying out transactions through the internet and Mobile Device; and
- (c) That HLBVN and its Affiliates do not make any representations or warranties, whether expressed or implied with respect to HLB Connect, including but not limited to merchantability

and fitness for a particular purpose. No oral or written information or advice given by HLBVN, its Affiliates and their respective employees or agents shall create or enhance the scope of this warranty.

- 12.2. You shall be responsible and liable, without any limit, for the following:
- (a) Any loss or damages suffered for all unauthorized transactions carried out through the use of the Security Codes until such time when HLBVN has received written notification of the same from you;
  - (b) Any loss or damages suffered and all risk arising, in the event you do not terminate HLB Connect in accordance with the relevant procedures set out by HLBVN for the use of HLB Connect;
  - (c) Any loss or damage suffered by HLBVN as a result of your breach of or failure to comply with any of these Terms and Conditions or any relevant procedures set by HLBVN.
- 12.3.
- (a) Without prejudice to any other provisions here, HLBVN shall not be liable to you or any third party for any loss (whether direct or indirect) of profits, business or goodwill for any indirect or consequential loss or damage whatsoever or howsoever arising even if HLBVN has been advised of the possibility of such loss or damage or claim by any third party.
  - (b) Subject to the provisions herein, HLBVN's sole and entire liability to you in contract, tort, (including negligence or breach of statutory duty) or otherwise arising by reason of or in connection with these Terms and Conditions or howsoever shall not exceed the amount of the transaction involved which gave rise to the claim or the direct damages sustained, whichever is the lower.
  - (c) Each provision of this Clause 12.3 is to be construed as a separate limitation applying and surviving even if for any reason one or the other provisions is inapplicable or held unreasonable in any circumstances and shall remain in force notwithstanding the termination of the Banking Accounts or HLB Connect.
- 12.4. Without limiting the generality of Clause 12.3, HLBVN shall not be responsible or liable for any loss, damage or embarrassment incurred or suffered by you or any third party by reason or arising from:
- (a) For your failure to provide accurate, complete and timely Instructions issued to HLBVN or failure to comply with; or
  - (b) For your inability to perform any of the transactions due to limits set by HLBVN from time to time; or
  - (c) Any error, alteration, destruction of the Instructions, data or information to or from HLBVN through HLB Connect, on the internet and Mobile Device; or
  - (d) Any intrusion or attack by any person or on any hardware, software or system used in relation to HLB Connect or on the internet and Mobile Device, including but not limited to viruses, Trojan Horses, malware and/or macros or other harmful components or disabling devices that may suspend, disrupt or disable HLB Connect or any part thereof; or
  - (e) Any restriction or prohibition on the use of HLB Connect by any laws or regulations of any country from where you access HLB Connect; or
  - (f) In the events of force majeure that HLBVN is unable to perform any operations or to provide any of the Services due to any reason beyond HLBVN's control including but not limited to fire, earthquake, landslides, flood, epidemic, natural catastrophe or act of God, accident, riots, civil disturbances, industrial dispute, act of public enemy, embargo, war, or any failure, delay or disruption to telecommunications, electricity, fuel supply or services provided by the Network

Service Provider, Mobile Network Service Provider or the Affiliates or any factor beyond the control of HLBVN.

### 13. **Indemnity**

You undertake to indemnify HLBVN fully and completely and against all claims, demands, action, proceedings, loss and expenses (including legal costs as between solicitor and own client) and all other liabilities of whatsoever nature or description which may be made taken incurred or suffered by HLBVN in connection with or in any manner arising out of the provision of HLB Connect or the acceptance of any Instruction given by you or breach by you of any of the Terms and Conditions. Your liabilities/obligations shall be a continuing liability and will remain in full force notwithstanding the termination of HLB Connect.

### 14. **Suspension or Termination of HLB Connect**

- 14.1. HLBVN may, in its absolute discretion and at any time, suspend or terminate your access to HLB Connect or any part of the Services without being obliged to provide any reason for the same.
- 14.2. HLBVN will terminate your right of access to HLB Connect should you cease to maintain any Banking Account which registered HLB Connect or if such Banking Accounts is suspended, restricted or prohibited by HLBVN or any third party for any reason.
- 14.3. If you intend to terminate HLB Connect, you are to terminate the services by (i) submitting a written request form in the form satisfactory to HLBVN at HLBVN branch or transaction office; or (ii) contacting Customer Service Centre for assistance. HLB Connect Account will be terminated thereafter within three (03) Business Days from the actual receipt day of your request by HLBVN.

### 15. **Severability and Waiver**

- 15.1. If any provision which is determined to be illegal, invalid, prohibited or unenforceable in any respect under any law, the same shall be ineffective to the extent of such illegality, invalidity, prohibition or unenforceability without invalidating in any manner whatsoever the remaining provisions in these Terms and Conditions.
- 15.2. HLBVN's acceptance of any of the Instructions or processing of any of the Instructions issued beyond the times stipulated or any waiver by HLBVN of any of its rights or any indulgence granted to you shall not operate as consent to the modification of any part of these Terms and Conditions or as to prevent HLBVN from enforcing any of its rights under these Terms and Conditions or the rules and regulations or terms and conditions for the Accounts.

### 16. **Notices**

- 16.1. Any notices required to be given in respect of HLB Connect by HLBVN to you may be given in any of the following manner as determined by HLBVN in its absolute discretion:
  - (a) By electronic mail to your last registered e-mail address in HLB Connect's records and such notices shall be deemed to be received after twenty four (24) hours from transmission; or
  - (b) By short message service (SMS) through the Mobile Network Service Provider to your last registered mobile phone number in HLB Connect's records and such notices shall be dependent on the terms and conditions of the Mobile Network Service Provider and the connectivity status of your mobile phone, and shall be deemed to be received within twenty four (24) hours from transmission; or
  - (c) By ordinary post or registered post or courier sent to or left at your last address registered with HLBVN and shall be deemed received by you within five (5) Business Days from posting if sent by ordinary or registered post and within two (2) Business Days from sending if sent by courier; or



- (d) By displaying the notices at HLBVN's branch premises or HLBVN's website and such notices shall be deemed effective upon such display; or
- (e) By way of advertisement or general notice in one major national newspaper and the notice shall be deemed to be effective from the date of such notice or the date specified in the notice, as the case may be.

16.2. Any notices (excluding Instructions) required to be sent hereunder by you to HLBVN may be given in any of the following manner:

- (a) Through HLB Connect to HLBVN; or
- (b) Via any Approved Communication Channel to the Customer Service Centre; or
- (c) By ordinary post or registered post or courier sent to or left at the HLBVN's branch where the Banking Account is maintained.

Aforesaid notices shall be delivered to HLBVN on the day of actual receipt by HLBVN.

16.3. You shall promptly inform HLBVN of any changes to your personal details, your telephone or mobile numbers or your electronic mail, correspondence and/or residential address in writing or via an Approved Communication Channel.

## 17. **Consent to Process Personal Information**

17.1. You hereby represent and warrant that you have obtained the consent of all persons named in your application for the Account(s) and the Services or such document submitted to HLBVN in support of such application and/or their authorised representatives or such other persons as specified by HLBVN ("Relevant Data Subjects"), for HLBVN's collection, holding and use of the personal information of the Relevant Data Subjects in accordance with HLBVN's Privacy Policy as may be amended from time to time.

17.2. You hereby agree and accept to HLBVN hold, collect and use all personal information which provided to HLBVN or obtained from other source by HLBVN as well as personal information as the result from your use of Services in relation with your Banking Account and/or account of third party in accordance with HLBVN's Privacy Policy as may be amended from time to time.

## 18. **Disclosure**

In addition to the permitted disclosures, you irrevocably authorise and permit HLBVN, its officers and employees to disclose and furnish at any time all information concerning the Services, your Account and Third Party Account(s), both present and future, and any other matters, other information relating to you or your business and to such extent as HLBVN may at its absolute discretion deem expedient or necessary to:

- (a) Other financial institutions granting or intending to grant any credit facilities to you, the Credit Information Center (CIC) or any other credit information center established by State Bank of Vietnam, any other relevant authority as may be authorised by law to obtain such information or such authorities/agencies established by State Bank of Vietnam;
- (b) Any current or future corporation which may be associated or related with HLBVN, including but not limited to branches, representative and transaction offices and their respective representatives;
- (c) Your security parties or any party intending to provide security in respect of any of your credit facilities with HLBVN;
- (d) HLBVN's auditors, solicitors and/or other agents in connection with the recovery of moneys due and payable hereunder; and

(e) HLBVN's holding companies, Affiliates, professional advisers, service providers, nominees, trustee, custodians, securities depositories, registrars, insurance companies, agents, contractors or third party service providers who are involved in the provision of products and services to or by HLBVN and its related or associated companies.

You hereby agree that above disclosure shall be without any liability by HLBVN to you. You expressly consent to such disclosure and confirm and declare that no further consent from you is necessary or required in relation thereto.

You agree that HLBVN reserves the right to share your personal data within HLBVN's and/or Hong Leong's group of companies, holding company of HLBVN, other branches, subsidiaries, related companies (whether within or outside Vietnam) for marketing and promotional purposes. You hereby allow HLBVN contact you via post-office, telephone, email and SMS to notify of HLBVN's products and services from time to time ("Promotion"). If you wish to opt-out from the receiving of the Promotion, you are required to visit any of HLBVN's branches/transaction office or call HLBVN's Call Centre at 1900 633 068 or apply other measures permitted by laws to register your instruction to opt-out of the said receiving.

**19. Reconstruction of HLBVN**

Your obligations and liabilities shall continue to be valid and binding for all purposes whatsoever notwithstanding any change by amalgamation, reconstruction or otherwise which may be made in the constitution of HLBVN or by any company by which the business of HLBVN may for the time being be carried on and shall be available to the company carrying on the business for the time being and you agree that no such changes shall affect the obligations and liabilities created here-within in relation to any transaction whatsoever whether past, present or future.

**20. Enquiries and Dispute Resolution**

If you have any queries, complaint or require any assistance, please refer to the nearest branch/transaction office or Customer Service Centre.

**21. Variation of these Terms and Conditions**

HLBVN has sole discretion to change, amend and/or supplement to these Terms and Conditions at any time by informing you in any manner as provided in Article 16. You hereby agree to be bound by such change, amendment and/or supplement made by HLBVN from time to time.

**22. Governing Law**

These Terms and Conditions shall be governed by and construed in accordance with the laws of Vietnam. You hereby agree to submit to the jurisdiction of the courts of Vietnam or the courts of such other competent jurisdiction as HLBVN may at its sole discretion elect to request for dispute resolutions as regulated by law.

- End -