



# connect

- Terms and Conditions -

## Terms and Conditions for Hong Leong Connect

### For Personal Digital Banking Services

Your use and access to the Hong Leong Connect services provided through **Hong Leong Bank Digital Banking Services** (“**Hong Leong Connect**”) shall be subject to the following Terms and Conditions.

#### 1. General

These Terms and Conditions are applicable to all the Hong Leong Connect services from online banking to electronic device applications including but not limited to iOS, Android or any electronic operating system platform as may be provided by Hong Leong Bank Vietnam Limited (“**HLBVN**”) to its customers using Hong Leong Connect.

#### 2. Definitions and Interpretation

##### 2.1. Definition

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

“**Account**” means all banking accounts which you open with HLBVN linked to the Hong Leong Connect at any time and from time to time and Account shall refer to one or more accounts as the context shall require.

“**Activation Code**” is list of alphanumeric characters issued to you by HLBVN as required for your Registration or the Reset Hong Leong Connect using the banking account option.

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

“**Approved Communication Channel**” means the communication channels (including but not limited to the telephone, computer 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.

“**ATM/Debit Card**” is a payment card issued to you by HLBVN which enables you to perform banking transactions at any ATM and point-of-sales terminal.

“**ATM PIN**” is a 6-digit numeric personal identification number chosen by you for an ATM/Debit Card issued to you under your Account.

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

“**CAPTCHA Code**” means "Completely Automated Public Turing test to tell Computers and Humans Apart", which is part of the Hong Leong Connect’s online security to register the Hong Leong Connect.

“**Collection Code**” means a list of numeric digits provided by HLBVN to you after every successful Payment Express (PEX) transaction and it is your responsibility to disclose the Collection Code to the Payee of the PEX transaction only during fund collection.

“**Customer**” or “**you**” means the individual customer who register with HLBVN for the Hong Leong Connect.

“**FAQ**” means the Frequently Asked Questions pertaining to registration and banking transaction matters through Hong Leong Connect. The FAQ are available on Hong Leong Connect website at [www.hongleongconnect.com.vn](http://www.hongleongconnect.com.vn) and Hong Leong Connect Mobile Banking application.

“**Hong Leong Connect Online Banking**” means the Internet banking services provided by HLBVN to enable you to perform banking transactions on these Terms and Conditions with the use of a personal computer terminal or any electronic device through the Internet browser with the Security Codes; and include the services as may be supplemented, varied or withdrawn by HLBVN at any time, and from time to time.

“**Hong Leong Connect Mobile Banking**” means the mobile banking application services provided by HLBVN to enable you to download onto your smart phone or such other electronic device to perform banking transactions on these Terms and Conditions through the Internet connection with the Security Codes; and include the services as may be supplemented, varied or withdrawn by HLBVN at any time, and from time to time.

“**HLBVN**” means Hong Leong Bank Vietnam and includes all its successors-in-title and assigns.

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

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

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

“**Online Transactions**” means any transactions made from the Account through the Hong Leong Connect.

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

“**Normal Transfer**” is inter-bank transfer service from the Account to an account at other banks in Vietnam through Hong Leong Connect provided by HLBVN via payment gateway of State Bank of Vietnam.

“**Own Account Transfer**” means the transferring of fund from your HLBVN savings or current account to your other savings or current account at HLBVN.

“**Password**” means a list of alphanumeric characters created by you as rules provided by HLBVN during the Registration or Reset Hong Leong Connect which is required when you access the Hong Leong Connect.

“**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 or in such manner as HLBVN deems appropriate.

“**Payee**” means the party who receives the transferred money in the transaction made through the Hong Leong Connect.

“**Registration**” means the process of registering the Hong Leong Connect which enables you to access your Account through Internet with the Security Codes defined and verified by you during the registration process.

“**Reset Hong Leong Connect**” means change of your Security Codes to access the Hong Leong Connect should you forget your Security Codes or when you want to reactivate your Hong Leong Connect which has become dormant after three (3) months of inactivity.

“**Security Codes**” means the security credentials used to identify you when you access and utilise the Hong Leong Connect comprising of the Username, Password, ATM PIN, TAC, Activation Code and includes any other security codes as HLBVN may issue from time to time.

“**Services**” means the banking services offered by HLBVN via the Internet and mobile or any other electronic medium approved by HLBVN, in accordance with the Terms and Conditions for the Hong Leong Connect.

“**TAC**” means “**Transaction Authorisation Code**” which is a security feature implemented to provide a second layer of protection for online and mobile banking transactions in addition to your Hong Leong Connect login Username and Password. It is a unique 6-digit code that needs to be entered for confirming online transactions.

“**Terms and Conditions**” means these terms and conditions for the Hong Leong Connect 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.

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

“**Username**” means a name selected or created by you comprising of alphanumeric characters during the Registration or the Reset Hong Leong Connect.

## **2.2. Interpretation**

- (a) Words importing the singular shall include the plural and vice versa and those importing the masculine gender shall include the feminine and neuter gender and vice versa.
- (b) Where there are two or more persons comprised in the term you or the 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 the Hong Leong Connect**

3.1. Existing HLBVN customer and has an active Account with HLBVN.

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 customise your account(s) settings on the Hong Leong Connect but the Accounts which you can transact through the Hong Leong Connect are the Accounts operated by your individual signatory as account holder and/or authorized signatory.

## **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 Hong Leong 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 the Hong Leong Connect through a Network Service Provider will be subject to the terms and conditions of the Network Service Provider.

4.3. The provision of the TAC upon your request is through the Mobile Network Service Provider and will be dependent on the terms and conditions of the Mobile Network Service 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 above.

## **5. Gaining Access to the Hong Leong Connect**

### **5.1. Registration**

- (a) Registering using ATM/Debit Card – you will be required to enter your ATM/Debit Card Number, ATM PIN, Passport Number/ID Number/Birth Certificate Number/Army ID Number/Police ID Number, CAPTCHA code and TAC. Upon acceptance of the correct information, you will be required to create your Username and Password then accept the Terms and Conditions. Once successful, you will be notified of all the default daily online transaction limits through the Hong Leong Connect on the acknowledgment screen. You can then login to your Hong Leong Connect through Internet browser or go to the Hong Leong Connect mobile application that you have downloaded onto your smart phone. You may access using the registered Username and Password.
- (b) Registering using Account Number – you will be required to select an Account Type, enter the Account Number, Activation Code, Passport Number/ID Number/Birth Certificate Number/Army ID Number/Police ID Number, CAPTCHA code and TAC. Upon acceptance of the correct information, you will be required to create your Username and Password then accept the Terms and Conditions. Once successful, you will be notified of all the default daily online transaction limits through Hong Leong Connect on the acknowledgment screen. You can then login to your Hong Leong Connect through Internet browser or go to the Hong Leong Connect mobile application that you have downloaded onto your smart phone. You may access using the registered Username and Password.

5.2. You may download the Hong Leong Connect Mobile Banking application to a maximum of five (5) mobile electronic devices, and use the same Security Codes to login and access the Hong Leong Connect.

5.3. You may de-register the Hong Leong Connect Mobile Banking application from any of your mobile electronic device through any of the following mode:

- (a) Self de-registration – you are required to login to the Hong Leong Connect Mobile Banking application to delete from the registered device.
- (b) Hong Leong Call Centre – you are required to call +84 28 7300 8100 to request for the de-registration of Hong Leong Connect Mobile Banking application from your mobile electronic device.
- (c) Message – you are required to login to the Hong Leong Connect Online Banking and send us a Message to request for the de-registration from your mobile electronic device.

#### 5.4. Reset Hong Leong Connect

- (a) Forgot Username or Password – you are required to reset your Username or Password by performing the same process as Registration in Clause 5.1 (a) or (b).
- (b) Change Username and Password – you are required to change your Username and Password by performing the same process as Registration in Clause 5.1 (a) or (b).
- (c) Reactivate the Hong Leong Connect account – you are required to reactivate your Suspended/Blocked account status by contact Hong Leong Call Centre or any branch/transaction office of HLBVN for our support to update Account status then you can perform the same process as Registration in Clause 5.1 (a) or (b).

5.5. The Hong Leong Connect will become dormant if there is no login activity within a 3-consecutive month period.

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 the Hong Leong Connect, you must not device from which you have accessed the Hong Leong Connect at anytime or let anyone else use it until you have properly logged off. You are responsible for ensuring that you have properly logged off at the end of each session.

## 6. The Hong Leong 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 on 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 General Terms and Conditions of Accounts. If there is any inconsistency between such General Terms and Conditions of Accounts and these Terms and Conditions in regard of Hong Leong Connect and its services, these Terms and Conditions shall prevail.

6.3. **Type of Services Available in the Hong Leong Connect Online Banking include the following but not limited to:**

- (a) Overview
  - Obtain Account details, balances and transactions history

(b) Pay & Transact

- Own Account Transfer
  - Transfer funds between your own Current/Savings account
- Other Account Transfer
  - Transfer funds to a third party Current/Savings account at HLBVN
  - Transfer to other banks in Vietnam
  - Manage Favourite accounts
- Fixed Deposit (FD)
  - FD Placement
  - FD 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) PEx – Payment Express

- Payee collects the PEx payment via Internet to transfer the fund into an account maintained at HLBVN or another bank.

(d) Other Services

- Settings
  - Customise your 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 the Hong Leong Connect Mobile Banking include the following but not limited to:**

(a) Overview

- Obtain Account details, balances and transactions history

(b) Pay & Transact

- Own Account Transfer



- Transfer funds between your Current/Savings account
  - Other Account Transfer
    - Transfer funds to third party Current/Savings account at HLBVN
    - Transfer to other banks in Vietnam
  - Bill Payment & Top Up Service
    - Bill Payment
    - Top Up
- (c) Fixed Deposit (FD)
- FD Placement
  - FD Withdrawal
- (d) PEx – Payment Express
- Transfer fund to a Payee through the Payee’s mobile phone number registered in Vietnam only, and Payee is required to collect the PEx payment via Internet to transfer the fund into an account maintained with HLBVN or another bank in Vietnam.
  - Set up a PEx Direct account to receive PEx payment directly into your Hong Leong Current/Savings account
  - View PEx transaction status
- (e) Transaction History
- View successful and failed transaction details
- (f) Settings
- Change wallpaper
  - De-register mobile electronic device

**6.5. For transactions or services requiring TAC:**

- (a) You may request for the TAC for a service via the Hong Leong Connect where the TAC will be sent via SMS to your mobile phone number, which has been registered with HLBVN. Delivery time of the TAC is dependent on the service level of your subscribed Mobile Network Service Provider.
- (b) If you request for a TAC more than once, the previously requested TAC will be rendered invalid and the latest request will be the valid TAC to be used in the Hong Leong Connect.

**6.6. Account Information Presented via the Hong Leong Connect:**

- (a) HLBVN shall endeavour to ensure that all information pertaining to your accounts are presented as accurate as possible on the Hong Leong Connect. Notwithstanding this, you acknowledge that HLBVN does not warrant the 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 account information as presented to you via the Hong Leong Connect may not be always completely up-to-date due to the possibility of transactions that are yet to be fully processed, verified or authorised 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 the Hong Leong Connect.
- (c) In the event of inconsistency between the accounts information reported in the Hong Leong Connect and the HLBVN's main system (the Host banking system), the account information as reported by the main system and assessable at branches of HLBVN shall prevail.

#### 6.7. PEx – Payment Express:

- (a) PEx allows you to do the following:
  - Transfer fund to a Payee through the Payee's mobile phone number registered in Vietnam only, and Payee is required to collect the PEx payment via Internet to transfer the fund into an account maintained with HLBVN or another bank in Vietnam.
  - Set up a PEx Direct account to receive PEx payment directly into your Hong Leong Current/Savings account.
- (b) PEx-Payment transaction is requested via Hong Leong Connect Mobile Banking. After you have confirmed the PEx transaction, HLBVN will send a short message service (SMS) to the Payee notifying them that a PEx payment from you is available for their collection within a stipulated time frame; or the PEx payment has been credited into your assigned PEx Direct Hong Leong Current/Savings account.
- (c) PEx payment will be processed to your account on the same day that you made the PEx transaction. For PEx transaction pending for Payee collection, your account will be earmarked for the amount of the payment. The earmarked amount will be released back to your account at the end of the stipulated collection time frame, if the Payee does not collect the PEx payment.
- (d) For PEx collection via Internet:
  - The Payee would require your transaction data including a Collection Code in order to collect the payment.
  - The Collection Code is notified to you by HLBVN upon confirmation of your PEx transaction. You must provide the transaction data to the Payee only. You must not:
    - Disclose the transaction data to any person other than the Payee ; or
    - Allow any person other than the Payee to see, or overhear you providing the transaction data; or
    - Record the transaction data anywhere that is liable to loss, theft or abuse.
  - If the transaction data is provided to any person other than the Payee, that other person may be able to collect the Payee's payment.
  - The Payee is required to go to [www.hongleongconnect.com.vn](http://www.hongleongconnect.com.vn), select "PEx Payment Collection" and complete the following fields:
    - The mobile phone number

- The exact amount of the PEx payment they are collecting
  - The Collection Code
  - The banking account details they wish the PEx payment to be deposited into
  - If any of these details are entered incorrectly, the collection of the PEx payment may be unsuccessful. All details entered by the Payee on [www.hongleongconnect.com.vn](http://www.hongleongconnect.com.vn) must be correct. During the course of processing the payments, HLBVN will not be under any obligations to ensure the account number entered matches the holder of the account or details provided.
  - If the Payee fails to collect the PEx payment within the stipulated time frame, the fund will be returned to your account where the fund was earmarked, and the Payee will not be able to collect the PEx payment anymore.
- (e) You agree to advise the Payee that you have provided HLBVN with their mobile phone number for the purpose of notifying them of the PEx payment.
- (f) It is your responsibility to ensure that the details provided by you are correct or your transfer may be unsuccessful or may be paid to an unintended person. HLBVN will not verify that the details provided by you are correct.
- (g) If the Payee intends to dispute the collection amount of PEx payment, they must contact you directly.
- (h) HLBVN is not liable for any loss to you or the Payee as a result of:
- You disclosing the transaction data to any person other than the Payee. Your transaction data is confidential to you and should not be shared with any other person other than the Payee. You are cautioned against sending PEx payment to any unknown person. In no event shall HLBVN be liable if you communicate transactional data to any person other than the Payee; or
  - You failing to provide the transaction data to the Payee.
- (i) HLBVN is not liable for any loss or damage suffered by any person resulting from:
- Any failure or delay by you to provide the Payee with the correct transaction data for PEx payment collection; or
  - If any person other than the Payee becomes aware of the transaction data; or
  - If the transaction data entered by the Payee when collecting the PEx payment are incorrect; or
  - If HLBVN delays, blocks or refuses to process a PEx payment for any reason; or
  - In no event shall HLBVN be liable for damages for delay, non-payment or underpayment of the PEx transaction, or non-delivery of any notification message.

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

- (a) HLBVN may send messages pertaining to Telegraphic 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 deems fit.

- (b) Transfer request shall be irreversible and irrevocable once delivered to HLBVN unless otherwise permitted by HLBVN. Transfer request for any of the Services received after the respective stipulated cut-off-time will be held over until the next Business Day.
- (c) Refund of any remittance will be made only after HLBVN receives confirmation of effective cancellation of the remittance and an acceptable letter/secured message of indemnity from the Customer. Refund shall only in the currency of purchase of the Services less cost, interests, charges and expenses.
- (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 submitted to HLBVN 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) HLBVN shall be entitled to impose service fees and other charges for the Services utilised by the Customer. HLBVN reserves the absolute right to vary such service fees and charges at any time and from time to time by way of notices in HLBVN's office or media or HLBVN's website or other methods.
- (g) 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 key in system but not from other details, unless otherwise specified.
- (h) 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 or any such demands, claims or action shall not exceed the amount of fee/charge 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, actions 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 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/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.

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

- (a) The Hong Leong Connect is available 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 the Hong Leong 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 the Hong Leong 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 account in the Hong Leong Connect if the services have not been utilised 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 quoted or provided by the Hong Leong Connect are for indication purposes only. The actual rate or price 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 authorisations given by you to HLBVN and HLBVN shall be and is hereby authorised to rely upon and act in accordance with the instructions given by or on behalf of you without inquiry on its part as to the identity of the person giving or purporting to give such instructions or as to the authenticity of such instructions and that HLBVN shall be in no way responsible for any misuse or unauthorised use of messages or instructions given to HLBVN. Notwithstanding that a transaction may be disputed by you for any reason whatsoever including the reason that the person who gave the instructions was not you, HLBVN shall be entitled to treat such instructions as binding upon you and HLBVN shall be entitled to take such steps in Hong Leong Connection with or in reliance upon such instructions. HLBVN 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 Account immediately on completion of any transaction instructed by you via the Hong Leong Connect using your Security Codes.

7.5. You may issue instructions to cancel, revoke, reverse or amend your earlier instruction and HLBVN, at its sole discretion, may only comply with the subsequent instruction 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 policy 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 Instructions and 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 Account available to you through the Hong Leong Connect screen and shall not be conclusive of the state of the relevant Account.

8.3. Your account transactions can be inquired online via Hong Leong Connect for period(s) as regulated by HLBVN and this account statement can be downloaded. Such statements of the 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 absence of you electing a limit to the carrying out of transactions through the Hong Leong Connect, HLBVN shall be entitled to determine and impose any limit whether in amount, frequency and use of or otherwise of any of the Hong Leong Connect and/or Security Codes without informing you for its purposes of control.

## **10. Service Fees, Commissions and Charges**

10.1. HLBVN shall be entitled to impose service fees and other charges for the Hong Leong Connect utilised by you from time to time.

10.2. Notwithstanding the imposition of such service fees and charges, transactions carried out through the Accounts will be charged the usual charges and commissions. HLBVN reserves the absolute right to vary such service fees, commissions and 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, commissions and charges, you hereby authorise HLBVN to debit the Account with such fees, commissions, charges and any Government charges and taxes for the use of the Hong Leong Connect.

## **11. Your Responsibilities**

### **11.1. Security Details**

You shall take all precautions to ensure and prevent unauthorised and fraudulent use of the Hong Leong 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 TAC, 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 the Hong Leong Connect Online Banking
- (d) That you are not to utilise the Hong Leong Connect through Internet cafes or any public places offering Internet services and you are to log off from the Hong Leong Connect before leaving your computer terminal;
- (e) That you are to de-register the Hong Leong Connect Mobile Banking immediately when you lost your mobile phone;
- (f) You are 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, as the case may be to protect your own interest. HLBVN shall not be held responsible or liable for any loss or damages suffered in such circumstances.

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

You are requested to read and understand the FAQ before attempting to use the Hong Leong Connect and do not carry out any instructions or utilise the Hong Leong Connect in the presence of any other person.

You have read, understood, agreed to be bound by and shall comply with the User Guide of the Hong Leong Connect and such other guides of using the Hong Leong Connect provided by HLBVN from time to time.

#### 11.3. Balances in Accounts

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

#### 11.4. Availability of Funds

- (a) You shall ensure that there are sufficient funds available in the 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 Account has sufficient funds.

#### 11.5. Joint Account holders

Depend on the signing conditions of the joint account, either one of the accountholders may issue instructions and authorise 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 the Hong Leong 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 the Hong Leong Connect.

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

12.1. By using the Hong Leong Connect, you acknowledge and agree:

- (a) To accept the inherent risks associated with carrying out transactions through the Internet and mobile electronic device; and
- (b) That HLBVN and its Affiliates do not make any representations or warranties, whether expressed or implied with respect to the Hong Leong 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 personnel, 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 unauthorised 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 the Hong Leong Connect in accordance with the relevant procedures set out by HLBVN for the use of the Hong Leong 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 or 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 Accounts or the Hong Leong Connect.



- 12.4. Without limiting the generality of Clause 12.3, HLBNV 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 HLBNV or failure to comply with; or
  - (b) For your inability to perform any of the transactions due to limits set by HLBNV from time to time; or
  - (c) Any error, alteration, destruction of the Instructions, data or information to or from HLBNV through the Hong Leong Connect, on the Internet and mobile electronic device; or
  - (d) Any intrusion or attack by any person or party on any hardware, software or system used in relation to the Hong Leong Connect or on the Internet and mobile electronic 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 the Hong Leong Connect or any part thereof; or
  - (e) Any restriction or prohibition on the use of the Hong Leong Connect by any laws or regulations of any country from where you access the Hong Leong Connect; or
  - (f) In the events of force majeure that HLBNV is unable to perform any operations or to provide any of the Services due to any reason beyond HLBNV'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 HLBNV.

### **13. Indemnity**

You undertake to indemnify HLBNV 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 HLBNV in connection with or in any manner arising out of the provision of the Hong Leong Connect or the acceptance of any Instruction given by you or breach by you of any of the Terms and Conditions. Your liabilities shall be a continuing liability and will remain in full force notwithstanding the termination of the Hong Leong Connect.

### **14. Suspension or Termination of Hong Leong Connect**

- 14.1. HLBNV may, in its absolute discretion and at any time, suspend or terminate your access to the Hong Leong Connect or any part of the services without being obliged to provide any reason for the same.
- 14.2. HLBNV will terminate your right of access to the Hong Leong Connect should you cease to maintain any Account with HLBNV which can be accessed through the Hong Leong Connect or if your access to such Accounts is suspended, restricted or prohibited by HLBNV or any third party for any reason.
- 14.3. If you intend to terminate the Hong Leong Connect, you are to terminate the services by (i) submitting a written request form in the form satisfactory to HLBNV at HLBNV branch or transaction office; or (ii) contacting Hong Leong Call Center for assistance.

The Hong Leong Connect will be terminated 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 the Hong Leong 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 known e-mail address in the Hong Leong 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 known mobile phone number in the Hong Leong 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 the Hong Leong Connect to HLBVN; or
  - (b) Via any Approved Communication Channel to the Hong Leong Call Centre at the address stated below in Clause 22.2; or
  - (c) By ordinary post or registered post or courier sent to or left at the HLBVN's branch where the 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**

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.

### **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, information relating to you or your business and operations 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, agents, contractors, trustee, custodians, securities depositories, registrars, insurance companies 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.

### **19. Collection and Use of Information**

You hereby agree and consent to the holding, collection and use of all personal data provided to HLBVN by you or acquired by HLBVN from the public domain, as well as personal data that arises as a result of the provision of the Services to you in connection with your Account and/or Third Party Account(s) in accordance with HLBVN’s Privacy Policy as may be amended from time to time.

## **20. 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.

## **21. Enquiries and Dispute Resolution**

If you have any queries, complaint or require any assistance, please refer to our HLBVN Call Centre at:

*Tel: + 84 28 7300 8100*

## **22. 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 17.1. You hereby agree to be bound by such change, amendment and/or supplement made by HLBVN from time to time.

## **23. Governing Law**

These Terms and Conditions shall be governed by and construed in accordance with the laws of Vietnam and shall be made in English and Vietnamese. If there is any discrepancy between English version and Vietnamese version, Vietnamese version shall prevail.

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 -