

TELEGRAPHIC TRANSFER TERMS AND CONDITIONS

1. In the absence of any specific instructions to the contrary, a Telegraphic Transfer ("TT") will be affected in the currency of the country in which payment is to be made.
2. The Bank reserves the right to draw this TT in a different place from that specified by Customer if operational circumstances so require.
3. While the Bank will endeavour to give effect to the Customer's requests regarding charges relating to the TT, Customer understands that the Bank only has discretion regarding its own charges. Where the Customer has requested to pay overseas charges or other bank's charges, the Bank will communicate such request but whether the beneficiary can receive the full amount of the TT will depend on the practice adopted by the correspondent bank and/or beneficiary bank involved, which is beyond the Bank's control and the Bank cannot be held responsible or liable for the same. The Bank is not responsible to advise Customer of any charges which may be imposed by overseas bank or other bank and shall not be liable if such information cannot be provided.
4. Where the Bank is unable to provide a firm exchange rate quotation, the Bank shall affect the TT on the basis of provisional exchange rate, which shall be subject to adjustment when the actual exchange rate is ascertained. Any difference between the provisional rate and the actual rate shall be debited/credited (as the case may be) to the Customer's account.
5. Customer hereby undertakes that all required permissions and authorizations have been obtained and that the Bank may debit Customer's account(s) with the amount of any liabilities, cost and losses arising from any breach of this undertaking.
6. In the event that supporting documents are required for certain transactions in accordance with the local regulations and the Bank's policy, Customer undertakes that any copy of such supporting documents certified and presented by Customer to the Bank are the true copy from the original copy of those documents. Customer shall therefore bear full responsibility for any information contained therein.
7. In the event that the TT is submitted to the Bank for processing but the Bank cannot process such request because the account balance is insufficient, payment information in the TT is deficient or unclear or the supporting documents are not in place or inadequate, the Bank shall inform Customer of these rationales and the Bank shall be entitled to cancel the TT in accordance with the Bank's regulations if Customer does not provide further information or submit additional supporting documents as requested by the Bank.
8. Customer agrees that the Bank, at its sole discretion and in accordance with its policy from time to time, reserves the right to verify information on the TT by communication via telephone with Customer's authorized signatory/signatories.
9. Unless there is a specific agreement between the Bank and the Customer on the exchange rate to be applied, the exchange rate to be applied to payment transactions that the Customer makes involving a currency exchange is the rate announced and applied by the Bank at the time the payment is processed. The Customer can call the Bank to find the Bank's rates.
10. If the Customer makes the payment that involves an exchange into a foreign currency and that payment is returned to the Bank, the Bank will convert at the Bank's exchange rate applicable when the Bank receives the returned payment. The Bank is not responsible for any fluctuations in the exchange rate.

11. Besides the terms and conditions provided in this document, TT and its service is also governed by and subject to the General Terms and Conditions which is available at www.hsbc.com.vn or at HSBC's branches or transaction offices.
12. The Bank reserves the right to amend these terms and conditions as provided in this document from time to time as it deems appropriate and in its absolute discretion. Such amendments will be binding upon the Customer upon the Bank's giving notification to the Customer using such means of notification as the Bank shall deem appropriate (including but not limited to display in the premises of the Bank or any of its offices or in the Statements of Account or in the Bank's website or by such other methods as the Bank may decide). The use of service after the date upon which any changes of these terms and conditions is to have effect (as specified in the Bank's notice) will constitute acceptance without reservation by the Customer of such changes.
13. The Bank is at liberty to send the TT either literally or in cipher and the Bank accepts no responsibility for any loss, delay, error, omission or mutilation which may occur in the transmission of any message or for its misinterpretation when received.
14. Unless there is an otherwise agreement or notification, the Bank shall process a TT within the same day if it receives such TT before cut-off time or on the next working day if it receives such TT after cut-off time. Upon customer's request and where possible, the Bank shall hold and not process a TT until it receives a proper written instruction from customer relating to the TT provided that such instruction must be sent to the Bank within one (01) working day from the time the Bank receives the TT. If the Bank does not receive the said instruction, it shall process the TT in accordance with the applicable regulations.
15. Applications for same day value are subject to cut-off times related to the geographical location of the destination and/or the funding arrangement requirements of the settlement banks.
16. For any TT which is returned by beneficiary bank due to error made by Customer, the Bank is entitled to automatically credit the fund back to the Customer's account without informing the Customer of such credit. It is recommended that Customer should frequently monitor its account balance for the progress of remittance request.