

TERMS AND CONDITIONS HSBC CREDIT CARD BALANCE CONVERSION PLAN PROGRAM

(This Terms & Conditions is effective from 07/04/2023)

By sending the request to HSBC Vietnam Bank Ltd. ("*the Bank*" or "*HSBC*"), the customer confirms to have read, agree, and accept this Program's terms and conditions.

- HSBC Credit Card Balance Conversion Plan Program ("*Program*") is applicable for selected Cardholders of HSBC Vietnam Credit Cards (hereinafter referred to as the "*Cardholder*") who receive SMS/Email invitation from HSBC to join the program.
- 2. By joining this program, Cardholders can request to convert their current outstanding balance on HSBC Credit Card into monthly instalments with low interest rate ("*Balance Conversion Plan*").
- 3. The Program is only valid for Cardholders who register before expiry date shown on SMS/ email invitation.
- 4. This Program is not applicable to:
 - a. HSBC Corporate Credit Card;
 - b. Foreigners Cardholders; and
 - c. Customers with below transactions:
 - Unbilled retail transaction(s) at the time HSBC processes the Program request;
 - Refunded transaction(s), transaction(s) are converted to any Instalment Plan;
 - Cash withdrawal transaction(s) (including but not limited to cash advance transactions at counters, ATMs or POS and other cash advance transactions...);
 - Credits into any e-wallet services;
 - Online bill payments via Online Banking or HSBC Mobile Banking App;
 - Interest and charge/ fee-related transactions;
 - The transactions relating to alcohol, cigarette, lottery, medicine, milk, health check service at public hospital, public school and other promotion restricted products;
 - Payments/transactions related to goods and services banned from circulation in Vietnam and other goods and services banned from promotion or restricted in accordance with current laws;
 - Transactions involving gambling, betting and other prohibited or illegal activities;
 - Other transactions that HSBC may determine inappropriate or ineligible.

1

- 5. HSBC only agrees to convert retail transactions which have been posted on HSBC system at the time that the Bank process the request. The approved amount for Balance Conversion Plan is decided by HSBC and can be equal or lower than the requested amount but minimum approved amount is VND 2,000,000. By sending the request to the Bank, Cardholder confirms to agree with HSBC's decision on the approved amount, and HSBC is not required to notify Cardholder of this amount before processing the request.
- 6. HSBC will hold a limit equivalent to the total converted balance amount plus payable interest and conversion fee from the Cardholders Credit Card. HSBC will release the credit limit as and when monthly Balance Conversion Installment mount is billed and paid for in the subsequent months.
- 7. Cardholder should clearly state/ provide the information intended for Balance Conversion Plan when they apply for the Program, through one of the channels designated by HSBC Bank, given below:
 - a. Submit online request form on HSBC public website;
 - b. Call to HSBC Contact Center (Recorded phone call);
 - c. Send SMS following the instructions provided in the email or SMS sent by HSBC to Cardholder
- 8. Detail of interest and fee will be applied as following:

	6 months	9 months	12 months	24 months	36 months
Interest rate	1.25%/month ^(*)	1.25%/month ^(*)	1.25%/month ^(*)	1.5%/month ^(*)	1.5%/month ^(*)
Conversion fee	VND 0				

(*) The minimum interest amount per request is VND200,000)

- 9. Interest rate is calculated on the original approved amount but the total interest amount is not lower than the minimum interest amount mentioned in Clause 8 of This Terms & Conditions
- 10. Total principal balance conversion instalment amount divided by the number of months of tenor is a fixed monthly principal balance conversion instalment amount. This monthly principal amount with the monthly interest amount is the fixed monthly balance conversion instalment amount due that requests for the full payment ("*Monthly Balance Conversion Instalment Amount*"). The whole Monthly Balance Conversion Instalment Amount is included in the minimum payment due appearing in the Cardholder's monthly credit card statement ("*Credit Card Statement*").

For example:

12-months approved balance conversion installment amount = VND 30,000,000. Monthly Balance
Conversion Instalment Amount = VND 2,875,000

(Monthly principal balance conversion instalment amount: VND 2,500,000. Monthly interest amount: VND 375,000)

- Other outstanding balances = VND 10,000,000 (minimum payment of 5%)
- \Rightarrow Full statement balance due for the month = VND 12,875,000

⇒ Minimum payment due = (5% x VND 10,000,000) + VND 2,875,000 = VND 3,375,000

- 11. The monthly principal balance conversion amount and monthly interest will be reflected in the Credit Card Statement generated on the subsequent billing date.
- 12. If the request for Credit Card Balance Conversion Plan is processed successfully after Credit Card Statement date, Cardholder should contact the Bank in case of receiving no email notification, to be advised on the required payment amount and payment method for the issued Credit Card Statement.
- 13. In the event that Cardholder prepays all the outstanding Balance Conversion Amount, an early repayment fee shall be applied. The outstanding amount and early repayment fee shall be debited to the Credit Card account and reflected in the next Credit Card Statement. Early repayment fee is 3% of the outstanding principal Balance Conversion Amount and minimum fee is VND50,000.
- 14. HSBC reserves the right to cancel or terminate the Program at any time (including but not limited to below events) and demand Cardholder to repay all outstanding of Balance Conversion and accrued interest immediately if any of the following events occurs:
 - a. Cardholder breaches any of these Terms and Conditions or the HSBC Credit Card Cardholder Agreement (applicable to Visa Platinum, Visa Cashback &Visa Classic Credit Card), HSBC Premier World Mastercard® Credit Card Cardholder Agreement (applicable to HSBC Premier World Mastercard® Credit Card);
 - b. Credit Card Account is delinquent, or Cardholder fails to repay debt upon demand by HSBC;
 - c. The Credit Card Account is cancelled by Cardholder or terminated by HSBC, or on the Cardholder's death.
- 15. Payments made in excess of the outstanding debit amount of the credit card will not automatically be net off against unbilled monthly balance conversion installment amount and is not approved as prepayment of the Balance Conversion Plan. To prepay the Balance Conversion Plan, the Cardholders must come to HSBC Branches / Transaction Offices or contact HSBC Contact Center to make the request.
- 16. HSBC reserves the right to accept or decline any request for Balance Conversion Plan without giving any reason.
- 17. Notwithstanding any provisions in these Terms and Conditions, HSBC shall be entitled at any time with notice to the Cardholder (a) suspend or terminate the Program; and/or (b) amend or supplement any provision of these Terms and Conditions. HSBC may inform Cardholder of any such changes by any means or manner that we may decide.
- 18. For any queries, feedbacks, complaints related to this Program, please contact HSBC for further assistance:
 - a. Contact HSBC Branches / Transaction Offices
 - b. Contact HSBC Contact Center via <u>direct@hsbc.com.vn</u> or call to one of the following numbers:

- Premier customers: (84 28) 3724 666 (operating (24/7)
- Platinum Cardholder: (84 28) 37247248 (operating 24/7)
- Personal Banking customers: (84 28) 37247247 (South); (84 24) 62707707 (North) (Operating 24/7 for lost or stolen card or token, dispute transactions or card related complaints, and from 8:00 am to 10:00 pm daily for other matters).
- 19. In case of any dispute arising out of or in connection with this Program, HSBC shall resolve disputes in cooperation with customers. If the parties fail to reach an agreement, disputes shall be resolved at the competent courts in accordance with Vietnamese laws.
- 20. These Terms and Conditions shall be applied simultaneously with General Terms and Conditions, HSBC HSBC Credit Card Cardholder Agreement and HSBC Premier World Mastercard® Credit Card Cardholder Agreement.
- 21. These Terms and Conditions are subject to changes at any time as HSBC may deem fit. Changes (if any) shall be notified or registered in accordance with the relevant laws and updated on website of HSBC prior to application.
- 22. These Terms and Conditions are made in both English and Vietnamese. In case of any discrepancy or inconsistency between the English version and Vietnamese version, the Vietnamese version shall prevail.
- 23. These Terms and Conditions of the Program are effective from 07th April 2023.