### **SUMMARY OF CHANGES**

### Effective from 01 June 2023

## \*\* Note: New/ updated content is in red color

### A. Credit Card Cardholder Agreement

Old content	Updated content	
5. Loss, Theft or Misuse of Card or PIN	5. Loss, Theft or Misuse of Card or PIN	
Loss, theft or misuse of any Card or PIN (jointly referred to as "misused card") must be reported immediately upon discovery to the Bank's Customer Service Hotline – the only accepted channel, in particular:	Loss, theft or misuse of any Card or PIN (jointly referred to as "misused card") must be reported immediately upon discovery to the Bank's Customer Service Hotline – the only accepted channel, in particular:	
(i) (84 28) 37 247 248 for Visa Platinum credit cards; or	(i) (84 28) 37 247 248 for Visa Platinum/ TravelOne credit cards; or	
<ul> <li>(ii) (84 28) 37 247 247 (in the South) or (84 24)</li> <li>62 707 707 (in the North) for Cash Back/Classic credit cards,</li> </ul>	<ul> <li>(ii) (84 28) 37 247 247 (in the South) or (84 24) 62 707 707 (in the North) for Cash Back/Classic credit cards,</li> </ul>	
Any notification of the Cardholder outside this channel is invalid and the Cardholder shall be fully liable for loss and shall be liable to compensate for loss caused by misuse of the Card.	Any notification of the Cardholder outside this channel is invalid and the Cardholder shall be fully liable for loss and shall be liable to compensate for loss caused by misuse of the Card.	
<ul> <li>11. Handling the dispute <ul> <li>Cardholder must inform the bank immediately if there is dispute by:</li> <li>(i) Contacting our Bank Customer Service Hotline in particular:</li> <li>(84 28) 37 247 248 for Visa Platinum credit cards; or</li> <li>(84 28) 37 247 247 (in the South) or (84 24)62 707 707 (in the North) for Cash Back/Classic credit cards; or</li> <li>(ii) Visiting any Viet Nam HSBC Branches/Transaction Offices</li> </ul> </li> </ul>	<ul> <li>11. Handling the dispute Cardholder must inform the Bank immediately, in case of a dispute, via one of the below channels:</li> <li>(a) Contacting our Customer Service Hotline, operating 24/7 for dispute transaction: <ul> <li>(84 28) 37247248 for Visa Platinum credit cards/ TravelOne credit cards; or</li> <li>(84 28) 37247247 (in the South) or (84 24)62 707707 (in the North) for Cash Back/Classic credit cards;</li> <li>(b) Visiting any HSBC Viet Nam Branch/Transaction Office</li> <li>(c) Submitting an online dispute form.</li> </ul> </li> </ul>	

- 11.1 The results of the investigation will be advised to the cardholder within 60 days from the Dispute Transaction Date. In the event the 60 days period is expired and the causes or default of any parties remain unidentified, the Bank and Cardholder shall, within the next 15 working days (or any other time limits provided by laws from time to time), discuss to agree for a solution. If the parties fail to reach an agreement or any party does not agree with the process for handling of requests for query or complain, the dispute shall be settled in accordance with applicable regulations.
- 11.2 If there are signs of crime as per under Vietnam Criminal Law (as reasonably assessed by the Bank): The Bank shall report the case to competent authorities as per under Vietnam Criminal Procedure Law and, concurrently, inform Cardholder the status of handling of requests for query or complain. The handling of such request shall be performed by the competent authorities. In case the competent

Cardholder must complete the Bank's 'Card Purchase Transaction Dispute Form' and submit to the Bank within sixty (60) days of when the transaction was charged to the card account. The Bank reserve the right to decline Cardholder's dispute request(s) if submitted after this required timeframe.

- 11.2 If the cardholder fails to submit the completed form within this timeframe, regardless of the reason, the cardholder will be fully liable for these transactions and any fees and/or interest (if any) charged on it. Moreover, according to the rule of Visa Card Associations, the Cardholder will also be fully liable for any new transaction(s) occurred on the Card Account, of which are confirmed by Visa Card Associations to be the similar to the previous transaction(s) (i) made on Card Account without any dispute received within the required timeframe; or (ii) confirmed to be authorized made on Card Account.
- 11.3 The results of the investigation will be advised to the cardholder within 60 days from the Dispute Transaction Date. In the event the 60 days period is expired and the causes or default of any parties remain unidentified, the Bank and Cardholder shall, within the next 15 working days (or any other time limits provided by laws from time to time), discuss to agree for a solution. If the parties fail to reach an agreement or any party does not agree with the process for handling of requests for query or complain, the dispute shall be settled in accordance with applicable regulations.
- 11.4 If there are signs of crime as per under Vietnam Criminal Law (as reasonably assessed by the Bank): The Bank shall report the case to competent authorities as per under Vietnam Criminal Procedure Law and, concurrently, inform Cardholder the status of handling of

authorities determine that there is no criminal	requests for query or complain. The		
factors and notify the Bank of the same, the Bank	handling of such request shall be		
and Cardholder shall, within the next 15	performed by the competent authorities.		
Working Days (or any other time limits provided	In case the competent authorities		
by laws from time to time) from the notification	determine that there is no criminal factors and notify the Bank of the same, the Bank		
date by the competent authorities, discuss to			
agree for a solution as similarly as stated in Point	and Cardholder shall, within the next 15		
11.1 above.	Working Days (or any other time limits		
	provided by laws from time to time) from		
	the notification date by the competent		
	authorities, discuss to agree for a solution		
	as similarly as stated in <b>Point 11.3</b> above.		

## B. HSBC Premier World Mastercard® Credit Card Cardholder Agreement

Old content	Updated content
11. Handling the dispute	11. Handling the dispute
Cardholder must inform the bank immediately if there is dispute by: (i) Contacting our Bank Customer Service Hotline for Premier card at (84 28) 37 247 666; or (ii) Visiting any Viet Nam HSBC Branches/Transaction Offices;	<ul> <li>11.1 Cardholder must inform the bank immediately, in case of a dispute, via one of the below channels: <ul> <li>(a) Contacting our Customer Service Hotline (operating 24/7) for Premier card at (8 28) 37247666;</li> <li>(b) Visiting any HSBC Vietnam Branches/Transaction Offices;</li> <li>(c) Submitting online dispute form</li> </ul> </li> <li>Cardholder must complete the Bank's Card Purchase Transaction Dispute Form and submit to the Bank within sixty (60) days of when the transaction was charged. The Bank reserve the right to decline Cardholder's dispute request(s) submitted after this required timeframe.</li> <li>If the cardholder fails to submit the completed form within this timeframe, regardless of the reason, the cardholder will be fully liable for these transactions and any fees, interest (if any) charged on it.</li> </ul>
11.1 The results of the investigation will be advised to the cardholder within 60 days from the Dispute Transaction Date. In the event the 60 days period is expired and the causes or default of any parties remain unidentified, the Bank and Cardholder	11.2 The results of the investigation will be advised to the cardholder within 60 days from the Dispute Transaction Date. In the event the 60 days period is expired and the causes or default of any parties remain

shall, within the next 15 working days (or any other time limits provided by laws from time to time), discuss to agree for a solution. If the parties fail to reach an agreement or any party does not agree with the process for handling of requests for query or complain, the dispute shall be settled in accordance with applicable regulations.

11.2 If there are signs of crime as per under Vietnam Criminal Law (as reasonably assessed by the Bank): The Bank shall report the case to competent authorities as per under Vietnam Criminal Procedure Law and, concurrently, inform Cardholder the status of handling of requests for query or complain. The handling of such request shall be performed by the competent authorities. In case the competent authorities determine that there is no criminal factors and notify the Bank of the same, the Bank and Cardholder shall, within the next 15 Working Days (or any other time limits provided by laws from time to time) from the notification date by the competent authorities, discuss to agree for a solution as similarly as stated in Point 11.1 above.

unidentified, the Bank and Cardholder shall, within the next 15 working days (or any other time limits provided by laws from time to time), discuss to agree for a solution. If the parties fail to reach an agreement or any party does not agree with the process for handling of requests for query or complain, the dispute shall be settled in accordance with applicable regulations.

11.3 If there are signs of crime as per under Vietnam Criminal Law (as reasonably assessed by the Bank): The Bank shall report the case to competent authorities as per under Vietnam Criminal Procedure Law and, concurrently, inform Cardholder the status of handling of requests for query or complain. The handling of such request shall be performed by the competent authorities. In case the competent authorities determine that there is no criminal factors and notify the Bank of the same, the Bank and Cardholder shall, within the next 15 Working Days (or any other time limits provided by laws from time to time) from the notification date by the competent authorities, discuss to agree for a solution as similarly as stated in Point 11.2 above.

### C. HSBC Debit Card Terms and Conditions

Old content	Updated content
<ul> <li>5. The Cardholder agrees that the Bank, to the best of its knowledge, has the right to seize or cancel the Debit Card in the following situations: <ul> <li>If it is a fake or replicate card;</li> <li>If the Debit Card is illegally used;</li> </ul> </li> </ul>	<ul> <li>I. Cardholder's General Responsibilities</li> <li>2. CVV2 is a security code used in online transactions, consisting of 3 digits and it is printed directly on the reverse of the Card.</li> </ul>
<ul> <li>To facilitate investigation of any potential or suspected crime in accordance with law;</li> <li>Gambling or other illegal transactions: The Card shall not be used for payment of any transactions including: (i) gambling, betting or/and (ii) other transaction which is illegal under any applicable laws or/and (iii) other</li> </ul>	<ul> <li>6. The Cardholder agrees that the Bank, to the best of its knowledge, has the right to seize or cancel the Debit Card in the following situations:</li> <li>If it is a fake or replicate card;</li> <li>If the Debit Card is illegally used;</li> </ul>

transactions that the Bank reserves the righ	t
to reverse or cancel that Card Transaction.	

- 9. In case of loss, theft or misuse of the Debit Card and/or PIN (jointly referred to as "misused card"), the Cardholder must report to the Bank immediately by calling the Bank's Customer Service Hotline at (84 28) 37 247 247 (in the South) or (84 24) 62 707 707 (in the North) or (84 28) 37 247 666 for HSBC Premier Platinum Cardholders. Additionally, the Cardholder is required to officially confirm such notice in writing or by lawful data message to the Bank.
  - (a) If the Card is misused before the Bank provides confirmation in writing or in a legally valid data message that it has processed the notice received from the Cardholder, the Cardholder shall be fully liable for loss and shall be liable to compensate for loss caused by misuse of the Card;
  - (b) If the Card is misused after the Bank provides confirmation in writing or in a legally valid data message that it has processed the notice received from the Cardholder, the Bank shall be liable for loss and shall be liable to compensate for loss caused by misuse of the Card.
  - (c) Where the Cardholder requests for replacement of the misused card, the Bank shall debit Cardholder's Account the cost incurred for replacement of Debit Card. Replacement fee shall be

- To facilitate investigation of any potential or suspected crime in accordance with law;
- If the Card is used for payment of any transactions including: (i) gambling, betting or/and (ii) other transaction which is illegal under any applicable laws or/and (iii) other transactions that the Bank reserves the right to reverse or cancel that Card Transaction.

# II. Loss, Theft, Leaked Information or Misuse of Card or PIN

- 1. The Cardholder must immediately notify the Bank in the following cases:
  - (a) In the event that the Card and/or PIN is lost, stolen, disclosed or misused
  - (b) Cardholder knows or suspects that Card information or Card Password or CVV2 has been disclosed or illegally used (above cases jointly referred to as "**Misused Card**")
- 2. The Cardholder must report the Misused Card to the Bank immediately by calling the Banks's Customer Service Hotline at (84 28) 37 247 247 (in the South) or (84 24) 62 707 707 (in the North) or (84 28) 37 247 666 for HSBC Premier Platinum Cardholders. Additionally, the Cardholder is required to officially confirm such notice in writing or by lawful data message to the Bank. Any notification by the Cardholder outside of this channel is invalid and the Cardholder shall be fully liable for loss and shall be liable to compensate for loss caused by Misused Card.
- 3. If the Card is misused before the Bank

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<b>III. E</b> x 2.	10. The Debit Card is valid up to the last day of the month/year indicated on the Card. If the Bank does not receive any request from the Cardholder within sixty (60) days prior to the Card expiry date, the Bank will automatically renew the Card.
The B	<ol> <li>The Bank will not be liable for any failure to provide any service or to perform any obligation hereunder where such failure is attributable</li> </ol>

(whether directly or indirectly) to any dispute or

applied following the current tariff of

the Bank.

provides confirmation in writing or in a legally valid data message that it has processed the notice received from the Cardholder, the Cardholder shall be fully liable for loss and shall be liable to compensate for loss caused by misuse of the Card; including all fees and total transaction value of the Card Transactions performed by the Misused Card (if any) before the Bank provides confirmation.

- 4. If the Card is misused after the Bank provides confirmation in writing or in a legally valid data message that it has processed the notice received from the Cardholder, the Bank shall be liable for loss and shall be liable to compensate for loss caused by misuse of the Card, except all scenarios listed in item IV.6
- 5. Where the Cardholder requests for replacement of the Misused Card, the Bank shall debit Cardholder's Account the cost incurred for replacement of Debit Card. Replacement fee shall be applied following the current tariff of the Bank.

### III. Expiry date and how to use the Card

2. The Bank issues a Debit Card with its validity of five (05) years from the time of the issuance date. The Debit Card is valid up to the last day of the month/year indicated on the Card. If the Bank does not receive any request from the Cardholder within sixty (60) days prior to the Card expiry date, the Bank will automatically renew the Card

The Bank will not be liable for any failure to provide any service or to perform any obligation

other circumstance beyond its control. The Bank will not be liable for any consequential or indirect damages arising from or related to the use of the Debit Card or the ATM, except where such damages are due to the Bank's negligence or misconduct. The Cardholder's Account will be debited with such charges as the Bank may from time to time consider reasonable in respect of the Debit Card provided that a reasonable notice of such charges is given to the Cardholder.

#### 25. Handling disputes

The Cardholder must inform the Bank immediately via one of two (2) channels below if there is dispute by:

- (i) Calling the Bank's Customer Service Hotline at (84 28) 37 247 247 (in the South) or (84 24) 62 707 707 (in the North) or (84 28) 37 247 666 for HSBC Premier Platinum
- (ii) Visiting an HSBC Branch/Transaction Office in Vietnam

For disputed transactions, the cardholder must complete the Bank's Card Purchase Transaction Dispute Form. The Bank must receive this completed form within 07 days of the date of the disputed transaction in order to investigate. The results of the investigation will be advised to the cardholder within 60 hereunder where such failure is attributable (whether directly or indirectly) to any dispute or other circumstance beyond its control. The Bank will not be liable for any consequential or indirect damages arising from or related to the use of the Debit Card or the ATM, including any dispute case related to transaction from Merchant/Acquiring Bank for the excessive amount disbursed at an ATM, except where such damages are due to the Bank's negligence or misconduct. The Cardholder's Account will be debited with such charges as the Bank may from time to time consider reasonable in respect of the Debit Card provided that a reasonable notice of such charges is given to the Cardholder. The Bank will hold/block the Cardholder's Account when there is a disputed transaction from Merchant/Acquiring Bank/VISA and hold or unhold the amount accordingly on the Cardholder's Account once the results are received from the Merchant/Acquiring Bank/VISA.

### IV. Handling the dispute

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- The Cardholder must inform the Bank immediately via one of below channels below if there is dispute by:
  - (i) Calling the Bank's Customer Service Hotline at (84 28) 37 247 247 (in the South) or (84 24) 62 707 707 (in the North) or (84 28) 37 247 666 for HSBC Premier Platinum.
  - (ii) Visiting an HSBC Branch/Transaction Office in Vietnam
  - (iii) Submitting an online dispute request at the Bank's public website.

days from the date on the completed Card Purchase Transaction Dispute Form. If the cardholder fails to submit the completed form within this time frame, the Bank is not obliged to investigate and the cardholder will be fully liable for the transaction. Notice: The Cardholder should notify the Bank in writing form provided of any transaction in any statement that was invalid or unauthorized by the Cardholder within sixty (60) days from the transaction date. If the Cardholder fails to report within the said period, the transaction (s) shown on the statement will be considered correct and the Cardholder shall be responsible for payment of such transactions in accordance with the Bank's policy. The Bank shall not be responsible for any complaint or dispute made after this time limit.		
in writing form provided of any transaction in any statement that was invalid or unauthorized by the Cardholder within sixty (60) days from the transaction date. If the Cardholder fails to report within the said period, the transaction (s) shown on the statement will be considered correct and the Cardholder shall be responsible for payment of such transactions in accordance with the Bank's policy. The Bank shall not be responsible for any complaint or dispute made	Purchase Transaction Dispute Form. If the cardholder fails to submit the completed form within this time frame, the Bank is not obliged to investigate and the cardholder will be fully liable for the transaction.	2.
for payment of such transactions in accordance with the Bank's policy. The Bank shall not be responsible for any complaint or dispute made	in writing form provided of any transaction in any statement that was invalid or unauthorized by the Cardholder within sixty (60) days from the transaction date. If the Cardholder fails to report within the said period, the transaction (s) shown on the statement will be considered	
	for payment of such transactions in accordance with the Bank's policy. The Bank shall not be responsible for any complaint or dispute made	

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

Notice: The Cardholder should notify the Bank in writing form provided of any transaction in any statement that was unauthorized invalid or by the Cardholder within sixty (60) days from the transaction date. If the Cardholder fails to report within the said period, the transaction (s) shown on the statement will be considered correct and the Cardholder shall be responsible for payment of such transactions in accordance with the Bank's policy. The Bank shall not be responsible for any complaint or dispute made after this time limit. Moreover, according to the rule of Visa Card Associations, the Cardholder will also be fully liable for any new transaction(s) occurred on Card Account of which are confirmed by Visa Card Associations to be the similar to the previous transaction(s) (i) made on Card Account without any dispute received within the required timeframe; or (ii) confirmed to be authorized made on Card Account.

The retrieval fee for the photocopy of sales slips and the dispute investigation fee subject to Cardholder's fault (as

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specified in the Debit Card Fees and Charges) will be debited to the Cardholder's Account for each disputed transaction.

- 4. If the investigation confirms that the Cardholder is responsible, the Bank reserves the right to debit the delayed payment, interest and fees incurred during the investigation period.
- 5. The Cardholder is responsible for paying the amount of the disputed Card transaction and fees related to the investigation period if the transaction is the Cardholder's fault or the Bank is unable to assist you to collect the disputed amount through Visa Card Associations including but not limited to the following:

(a) The Bank does not have the right to investigate/complain as prescribed by the Visa Card Associations.

(b) According to the Visa Card Associations' s rule, when the dispute is brought to the Visa Card Associations' s Arbitration and the dispute is lost based on Cardholder's information/confirmation during the investigation period.

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

(a) If the Cardholder intentionally performs fraudulent transactions using the Card;

(b) If fraud occurs due to Cardholder's negligence, Cardholder lent or transferred the Card, Card is used as

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mortgage, illegal loan pledge and other usage violations;

(c) If the Cardholder refuses to cooperate as the Bank reasonably requests in the investigation of damages caused by fraudulent use of the Card, without good cause

(d) If the Cardholder confirms wrong information during the Card being abused or refuse to block Card during the investigation and tracing process, resulting in fraudulent transactions occurring afterwards.

### V. Force Majeure Events

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