



# **TRANSACTIONAL ACCOUNT TERMS AND CONDITIONS**

## **and**

# **HSBC DEBIT CARD TERMS AND CONDITIONS**

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## **TRANSACTIONAL ACCOUNT TERMS AND CONDITIONS**

**The Transactional Account Terms and Conditions is effective from May 15<sup>th</sup>, 2025.**

The following terms and conditions ("**Transactional Account Terms and Conditions**") of HSBC Bank (Vietnam) Limited ("**HSBC**", "**Bank**") apply to retail Account Holder at Branches and Transaction Offices of the Bank. The General Terms and Conditions apply to all Products and Services related to Transactional Account ("**Account**") offered by the Bank. A copy of such terms and conditions will be provided by the Bank upon request.

### **1. Open Account**

- 1.1.** Account Holder and the Bank agree that the Personal Account Opening Form, Opening and Use of Account Agreement Notification, General Terms and Conditions or Premier Master Account Terms and Conditions, Terms and Conditions For Online Banking and HSBC Vietnam App Terms and Conditions, Transactional Account Terms and Conditions, Debit Card Terms and Conditions, Personal Banking Tariff (or HSBC Premier Tariff) (hereafter called the "**Terms and Conditions**") (as may be amended from time to time) and the agreement document (if any) will constitute the Opening and Use of Account Agreement ("**Agreement**") between Account Holder and the Bank and create the rights and obligations between the parties.
- 1.2.** The established and effective date of the Agreement is the Account commencement date recorded by the Bank on the Opening and Use of Account Agreement Notification sent to the Account Holder.
- 1.3.** The Agreement shall be effective from the Account commencement date and shall remain in effect until the Bank or Account Holder requests to close Account(s) or Account(s) is closed in accordance with applicable law.
- 1.4.** Refusal to open Account(s): If Personal Account Opening request of Account Holder fails to comply with the requirements in accordance with local regulations for opening and use of payment Account(s) and the Law on anti-money laundering, the Bank has all rights to refuse to open personal Account(s) and not issue Opening and Use of Account Agreement.
- 1.5.** Account Holder acknowledges and agrees that in order to open and use Account(s), Account Holder need to provide all required information and complete Personal Account Opening Form. All information and documents related to Personal Account Opening Form or reference to Personal Account Opening Form shall be considered as an appendix, adjustment to Personal Account Opening Form. Such information and documents may be presented in audio recordings, voicemails, emails, electronic notifications, recorded voice messages, paper copies, electronic copies and other forms of expression and they shall be an integral part of the Personal Account Opening Form.
- 1.6.** For Account Holder registering to open Account(s) via the HSBC Mobile Banking: In order to protect Account Holder's Personal Data as well as ensure the security of Account(s), Account Holder agrees that the Bank will hide personal information on

Personal Account Opening Form when sending this form to Account Holder to confirm the opening of Account(s). Personal information hidden on Personal Account Opening Form sent by the Bank is information and documents provided by Account Holder or shared with the Bank through the electronic identification and authentication system on the National Electronic Identification Application.

## **2. Use Of Accounts And Services**

- 2.1.** Account Holder agrees to use the Account(s), Services and Products in accordance with the Transactional Account Terms and Conditions, any additional agreements or terms and conditions or instructions for using the Products, Services issued by the Bank and for lawful purposes only, including payment of regular, recurring payments at the request of the Account Holder and other lawful purposes as prescribed by law or as agreed between the Account Holder and the Bank.
- 2.2.** Account Holder shall not use the Account(s), Products and Services for payment transactions, transfers, purchases of goods and services and other transactions that are not permitted by law or are prohibited. We reserve the right to inspect any illegal use of any Account(s), Products and Services and may close the Account(s) or block part or all of the balance of the Account(s) according to the provisions of the General Terms and Conditions or Premier Master Account Terms and Conditions.
- 2.3.** With the opening of Current Account(s)/ Savings Account(s), Account Holder agrees that, where Account Holder is eligible under the prevailing laws of Vietnam, the Bank will issue HSBC Debit Card.
- 2.4.** Joint Account(s) use and operation method: The use and operation method of Joint Account(s) and Time Deposit Account(s) debit from these Joint Account(s) by one of the following methods:
- 2.4.1. Either to sign:** Depending on the Joint Account Holders request, Joint Account Holders agree that the signature of any one of Joint Account Holders on or in relation to any matter regarding the Joint Account(s) will bind the other Joint Account Holder and that each Joint Account Holder is hereby authorised to have full powers to:
- a. Operate the Joint Account(s), including to conduct any transaction, to update Joint Account(s) information, to open Time Deposit Account(s) and close Account(s) by way of giving instructions to the Bank, and have the right to give any other instructions to operate the Joint Account(s) without requiring of Joint Account Holders signatures.
  - b. To submit a written request on Joint Account Holders' behalf to the Bank to block and unblock for the Joint Account(s) opened under this form and Time Deposit Account(s) debit from these Joint Account(s)
- 2.4.2. Both to sign:** Depending on the Joint Account Holders request, Joint Account Holders agree that any matter regarding the Joint Account(s) is required all of Joint Account Holders agreement by way of giving instructions to the Bank.

- 2.5.** For Joint Account(s), HSBC Debit Card is only issued with the condition that the Joint Account(s) operation method is “Either to sign”.
- 2.6.** Joint Account Holders have read and understood the provisions relevant to Joint Account(s) in the General Terms and Conditions (Premier Master Account Terms and Conditions for Premier customers) and Terms and Conditions of the Bank and agree to be bound by them.
- 2.7.** Time, location, and method of product placement: The Transactional Account are issued based on the Personal Account Opening Form registered from the Account Holder via:
  - 2.7.1. being submitted directly at HSBC's branches/transaction offices during HSBC's operating period; operating Monday to Friday (except public holidays), from 8 am to 17 pm; or
  - 2.7.2. applying online at any time at the HSBC Mobile Banking app.
- 2.8.** Minimum Account balance: is the minimum monthly average balance and the minimum credit balance within 12 months of Account opening date as prescribed in the Personal Banking Tariff or HSBC Premier Tariff.
- 2.9.** Fees and charges for opening and using Account(s): according to the Personal Banking Tariff or HSBC Premier Tariff.
- 2.10.** Fee collection method: Depending on the Account Holder's need to use the Product/Service, the Bank will collect fees by cash deposit at the Bank's Branches/Transaction Offices or by direct debit to the Account Holder's Account(s).
- 2.11.** Adjustment of fees for opening and using Account(s): The Bank has the right to amend and supplement the types of fees and rates for opening and using Account(s) as stipulated in the Personal Banking Tariff or HSBC Premier Tariff.. Such amendments and supplements will take effect immediately after the Bank announces them on the Bank's official website and publicly posts them at HSBC's headquarters and business locations.
- 2.12.** Scope of transactions on Account(s): Scope of use and transaction limits are in accordance with the Bank's regulations on opening and using Account(s) and according to the provisions of law.
- 2.13.** Transaction limit:
  - 2.13.1. Transfer limit on HSBC Online Banking or HSBC Mobile Banking: as prescribed in the Terms and Conditions for Online Banking.
  - 2.13.2. Transaction limit at the Bank's Branch/Transaction Office: Refer to the Account(s) available balance of Account Holder as well as the needs and transaction purposes of the Account Holder in accordance with the provisions of law.
- 2.14.** The Bank may provide Account Holder information in the following cases:

- 2.14.1. At the request of a competent authority as prescribed by law or with Account Holder's consent;
- 2.14.2. To the extent permitted by law, provide Account(s) information to the representative, heir (or representative of the heir) of the Account Holder when the Account Holder dies or is declared dead. The representative, heir (or representative of the heir) of the Account Holder who has died or been declared dead must present relevant documents as prescribed by civil law and the Bank's request.
- 2.15.** The processing of the Account Holder's Personal Data or Personal Data provided by the Account Holder, the provision of information to third parties for the purpose of providing payment services to the Account Holder, handling cases of suspected fraud, forgery, and violations of legal regulations shall be carried out in accordance with the provisions of the General Terms and Conditions or Premier Master Account Terms and Conditions, HSBC's Privacy Notice, HSBC Principles Of Consumer Information Protection and other documents and agreements signed and acknowledged by the Account Holder with the Bank.
- 2.16.** Cases of Debiting: The Bank has the right to debit Account(s) in the following cases:
  - 2.16.1. According to the agreement between the Account Holder and the Bank;
  - 2.16.2. According to the provisions of law;
  - 2.16.3. Related to fraud according to conclusions of competent authority.
- 2.17.** Risk management, ensuring safety and security in using Account(s):
  - 2.17.1. The Bank will implement measures to manage risks, ensure safety and security in using payment accounts, including:
    - a. Implement measures to check, compare, verify the Account Holder's identification information or re-verify the Account Holder's identification information during the process of opening and using the Account, specifically:
      - (i) Measures to check the legality, validity and compare to ensure the correctness and accuracy of documents, information, and data in the Account Holder's account opening and usage records;
      - (ii) Measures to prevent acts of impersonation, interference, editing, and falsification of the verification of the Account Holder's identification information during the process of opening and using the Account(s);
      - (iii) Other measures prescribed by the Bank to prevent and combat risks of fraud, impersonation, violation of law or taking advantage of the Account for illegal purposes.
    - b. Refuse to perform transactions or suspend payment transactions, withdrawals on the Account according to the instructions of the Account Holder or when the Bank finds that the transactions, instructions show signs of suspicion or do not comply with Vietnamese law.

- c. When the Bank knows or suspects that there is a breach of security or other suspicious situations related to the operation of one or more Account(s) of the Account Holder, the Bank may, at its sole discretion, refuse to perform transactions or suspend payment transactions, withdrawals on the Account and in this case, the Bank will notify the Account Holder as soon as possible.
- 2.17.2. The Account Holder is responsible for protecting the personal information, Account(s) information and other information related to the Account(s) of the Account Holder during the process of opening and using the Account(s).

### **3. Rights And Obligations Of The Parties**

The Account Holder and the Bank shall implement its respective rights and responsibilities with relation to Account(s) in accordance with the Agreement or other documents or agreement between the Bank and the Account Holder (as supplemented and amended from time to time) and in accordance with the Law of Vietnam.

#### **3.1. Account Holder has the right to:**

- 3.1.1. Select and agree on the use of payment facilities, services and payment utilities at the Bank.
- 3.1.2. Authorize the use of the Account(s) in accordance with the provisions of law and the General Terms and Conditions or Premier Master Account Terms and Conditions for Premier customers and other documents or agreements signed or acknowledged with the Bank.
- 3.1.3. Request the Bank to execute legitimate and valid payment orders and provide information about the balance and transactions arising on Account Holder's Account(s) in accordance with the provisions of law and General Terms and Conditions or Premier Master Account Terms and Conditions for Premier customers and other documents or agreements signed or acknowledged with the Bank.
- 3.1.4. In accordance with the provisions of law and General Terms and Conditions or Premier Master Account Terms and Conditions for Premier customers and other documents or agreements signed or acknowledged with the Bank, request the Bank to freeze, unfreeze, close the Account(s); send notice to the Bank regarding disputes among Joint Account Holders pertaining to Joint Account(s).
- 3.1.5. Request the Bank to provide guidelines on management and safe use of Account(s) and settle issues, complaints that arise during Account(s) opening and use in accordance with the provisions of law and the General Terms and Conditions or Premier Master Account Terms and Conditions for Premier customers and other documents or agreements signed or acknowledged with the Bank.
- 3.1.6. Other rights in accordance with the provisions of law and the General Terms and Conditions or Premier Master Account Terms and Conditions for

Premier customers and other documents or agreements signed or acknowledged with the Bank.

**3.2. Account Holder has the obligation to:**

- 3.2.1. Ensure adequate Account(s) balance to execute payment orders.
- 3.2.2. Comply with the regulations on opening and using the Account(s) as prescribed by law and agreements with the Bank.
- 3.2.3. Promptly inform the Bank when finding errors or mistakes in the Account(s) or suspecting of unauthorized access to Account Holder's Account(s).
- 3.2.4. Refund or cooperate with the Bank in refunding amounts that have been credited to Account Holder's Account(s) by mistake.
- 3.2.5. Adequately provide and promptly update information under Account(s) dossiers and additional information at requested by the Bank; be responsible for risks that arise as a result of failure to adequately and promptly provide information and for damage caused by Account Holder's errors.
- 3.2.6. Maintain the minimum Account(s) balance as prescribed by the Bank.
- 3.2.7. Not to perform acts prohibited in opening and using the Account(s) as prescribed by law.
- 3.2.8. Other obligations as prescribed by law and General Terms and Conditions or Premier Master Account Terms and Conditions for Premier customers and other documents or agreements signed or accepted with the Bank.

**3.3. The Bank has the right to:**

- 3.3.1. Debit the Account Holder's Account(s) in the following cases:
  - a. Upon written request of a competent authority in enforcing implementation of decision on administrative penalties, decision on judgment implementation, decision on tax collection, or other payment obligations as prescribed by law in which case the competent authority must inform Account Holder.
  - b. To rectify amounts that have been incorrectly recorded or do not conform to use purpose of Account(s) as prescribed by law in which case Account Holder must be notified of the situation.
  - c. Where Account Holder's Account(s) have been credited by mistake or credit transaction order cancellation request is made by banks affiliated to the transacting parties after discovering discrepancies in payment orders made by transacting parties in which case Account Holder must be informed about amounts debited from Account Holder's Account(s).
  - d. In accordance with written agreement between Account Holder and the Bank in order to incur recurrent, periodic expenses or collect due, overdue debts, interests, and related costs in which case Account Holder must be informed about amounts debited from Account Holder's Account(s).



3.3.2. Reject to execute the Account Holder's payment order in the following cases:

- a. Where the payment order is illegal or illegitimate;
- b. Where Account Holder fails to fully comply with the payment procedure requirements or the elements on payment order do not match the elements registered in the Personal Account Opening Form or payment order is not in accordance with the Agreement;
- c. Where Account(s) balance is insufficient to execute the payment order or exceeds the overdraft limit;
- d. Where Account(s) is closed or entirely frozen;
- e. When there is a written request from competent authority as prescribed by law;
- f. Where Account Holder violates prohibited acts as prescribed by law;
- g. Where Account Holder refuses to provide information or provides incomplete information about the Account Holder's identity as requested by the Bank or suspicions arise regarding authenticity of information and purpose of transactions in respect of special transactions that must be monitored in accordance with anti-money laundering laws
- h. Where Account(s) shows signs of being involved in fraud, serving illegal purposes according to the Bank's criteria;
- i. Other cases as prescribed by law and the General Terms and Conditions or Premier Master Account Terms and Conditions for Premier customers and other documents or agreements signed or acknowledged with the Bank.

3.3.3. Reject Account Holder's request to close or freeze Account(s) in case Account Holder has not fulfilled payment obligations according to the enforcement decision of the competent authority or has not fully settle debts with the Bank.

3.3.4. The Bank may stop providing Services and Products to the Account Holder if the Bank finds that the Account Holder's Account(s) has been used for any unauthorized or inappropriate purposes in accordance with the provisions of current law.

3.3.5. The Bank has the right to collect and authenticate information, documents and certificates provided by the Account Holder to the Bank from any source chosen by the Bank without the need for the Account Holder's permission in another document.

3.3.6. Other rights as prescribed by law and the General Terms and Conditions or Premier Master Account Terms and Conditions for Premier customers and other documents or agreements signed or agreed to with the Bank.

**3.4. The Bank has the obligation to:**



- 3.4.1. Execute payment order of Account Holder after examining and inspecting legitimacy of payment orders.
- 3.4.2. Store and update all specimen signature(s) of Account Holder for facilitating inspection and cross-examination during use of Account(s).
- 3.4.3. Promptly credit Account Holder's Account(s) in the event of incoming money transfer, cash deposit to Account(s); refund amounts that have been mistakenly debited from Account(s); cooperate in returning amounts that have been mistakenly credited to Account(s) at request of bank affiliated to transacting parties due to discrepancies in payment orders made by transacting individuals.
- 3.4.4. Promptly and adequately inform Account Holder about Account(s) balance, transactions, instruments of transactions that occur on Account(s), and the freezing of Account(s) in writing or in the forms prescribed in the General Terms and Conditions or Premier Master Account Terms and Conditions for Premier customers and other documents or agreements signed or agreed with the Bank and be responsible for the accuracy of the information provided.
- 3.4.5. Update the Account Holder's information periodically or when the Account Holder notifies of changes in information in the Personal Account Opening data and promptly update and verify the Account Holder's identification information when determining that the Account Holder has a high risk level according to the criteria issued by the Bank. Preserve and store the Account(s) records and transaction documents through the Account(s) in accordance with the provisions of law.
- 3.4.6. Secure the information, personal data of the Account Holder or Personal Data provided by the Account Holder, information related to the Account(s) and transactions on the Account(s) of Account Holder in accordance with the provisions of law.
- 3.4.7. Guide Account Holder to use Account(s) safely, notify and explain to Account Holder about prohibited acts in opening and using Account(s) and promptly answer and handle questions and complaints of Account Holder in opening and using Account(s) in accordance with the provisions of law and agreements between Account Holder and the Bank.
- 3.4.8. Other obligations as prescribed by law and the General Terms and Conditions or Premier Master Account Terms and Conditions for Premier customers and other documents or agreements signed or acknowledged with the Bank.

#### **4. General Provisions**

- 4.1. The Bank will amend or supplement any provisions of the Transactional Account Terms and Conditions which is governed by and construed by the laws of Vietnam and the Bank's internal policy. Such amendments and supplements will take effect immediately after the Bank announces at the Bank's official website and publicize them in the form of listing at HSBC's head office and business location. Account

Holder's continued use of products and Services immediately after the amendments and supplements of the Transactional Account Terms and Conditions take effect (specified in the Bank's notification) will be considered as the Account Holder's acceptance of such amendments and supplements. In case the Account Holder does not agree with any amendments or supplements to the Transactional Account Terms and Conditions, Account Holder has the right to terminate the use of the Bank's products and services by notifying the Bank's information receiving channels specified in this Transactional Account Terms and Conditions.

- 4.2.** The Bank shall provide information and notify to Account Holder of the balance and transactions arising on the Account(s), the freezing and closing of the Account(s) in the forms prescribed in the General Terms and Conditions or Premier Master Account Terms and Conditions for Premier customers.
- 4.3.** The Bank shall notify the Account Holder by letter or electronic means of the expiration date, the validity period of the identification documents in the Personal Account Opening data and other necessary information during the use of the Account(s).
- 4.4.** The method of receiving requests for verification, complaints, the time limit for processing requests for verification, complaints and the handling of the results of verification, complaints for the Account Holder's requests on Account(s) shall be implemented in accordance with the provisions of the General Terms and Conditions or Premier Master Account Terms and Conditions for Premier customers.
- 4.5.** Definitions or description not mentioned in the Transactional Account Terms and Conditions shall be read and interpreted in accordance with the General Terms and Conditions or Premier Master Account Terms and Conditions for Premier customers.
- 4.6.** By using HSBC's Products and Services, customer confirm and agree that the Bank may send customer SMS messages and emails containing hyperlinks to access HSBC's electronic information pages during the registration and use of HSBC Products/Services.



## HSBC DEBIT CARD TERMS AND CONDITIONS

**The Terms and Conditions are effective from May 15<sup>th</sup>, 2025**

HSBC Debit Card Terms and Conditions applies to HSBC Debit Card and HSBC Visa Platinum Debit Card (“**Terms and Conditions**”) stipulate and explain the Customer's responsibilities and obligations in relation to the use of Debit Card of HSBC Bank (Vietnam) Limited (“**HSBC**”, the “**Bank**”) issued to Debit Cardholders (“**Cardholder**”).

Depending on the Customer Tiers, including Premier Customer, HSBC Payroll Customer, Mass Customer (“**Customer Tier**”), this HSBC Debit Card Terms and Conditions is an integral part of the General Terms and Conditions or Premier Master Account Terms and Conditions; the General Terms and Conditions or Premier Master Account Terms and Conditions together with this HSBC Debit Card Terms and Conditions constitute a complete agreement and explanation for the Services provided by the Bank to the Customer.

### List Of Definitions

**Debit Card** (or **Visa Debit Card** or **Card**): It is a Card issued by a Bank affiliated with International Card Associations. The Debit Card can be used to pay for purchases of goods and services directly or online, withdraw money at ATMs, and swipe cards with POS machines in many countries around the world.

The Debit Card is directly linked to the Customer's **Current Account**, and the Customer may use the Debit Card to withdraw, make payments and transfer funds within the amount of funds currently in the Customer's Transactional Account. The Debit Card does not have the feature of spending now, pay later or installments.

The customer to whom a Debit Card is issued is called the “**Cardholder**”. The Cardholder's name is printed on the Card.

**Cardholder's Account** shall mean any account nominated by the Cardholder to be issued and linked to a Debit Card.

**CVV2** is a security code used in online transactions, consisting of 3 digits and it is printed directly on the reverse of the Card.

**Card Transaction(s)** means any activity on the Cardholder's Account(s). Card Transaction(s) includes cash withdrawals at ATMs, cash deposits at the Bank's multi-function ATMs, payments at card acceptance points, or purchases at existing online transaction portals registered with Visa Card Associations (“**Visa**”) or other transactions on the Cardholder's Account(s).

**PIN (Personal Identification Number)** means the number issued by the Bank to the Customer for using services at ATMs.

**Legally Valid Data Message** are requests, information, and data sent to the Bank by one or more of the following methods:

- a. Call our Contact Center through a recorded call;
- b. Fill out the request forms provided at the Bank's Branches/Transaction Offices;
- c. The electronic application form is posted on the Bank's website

- d. Secured messages via Online Banking.

Definitions or terms not mentioned in these Terms and Conditions shall be read and interpreted in accordance with the General Terms and Conditions or the Premier Master Account Terms and Conditions (depending on the Customer Tier).

## **I. Card Issuance and Usage Agreement**

1. The Cardholder acknowledges that the Cardholder's application for the use of the Card and its issuance by the Bank means that the Cardholder accepts and is bound by these HSBC Debit Card Terms and Conditions.
2. The HSBC Debit Card Application Form or Personal Account Opening Form or HSBC Premier Application Form or Account Opening, HSBC Debit Card request via the HSBC Vietnam App (submitted directly to HSBC or applied on the HSBC Vietnam App) together with this HSBC Debit Card Terms and Conditions and the General Terms and Conditions or the Premier Master Account Terms and Conditions (depending on the Customer Tier) (and any amendments and supplements to these documents) together with other documents recording the agreement between the Cardholder and the Bank, shall together constitute a complete agreement and explanation for the Services provided by the Bank to the Customer and to be the Card Issuance and Usage Agreement ("**Agreement**"). The Agreement Number is the Customer's Debit Card number and is printed on the Card.
3. Agreement Date:
  - a. The Agreement Date is the date the Debit Card is issued and is shown on the Card Information Record.
  - b. The Agreement is effective from the date of Card issuance and is valid until the Bank or the Cardholder requests to terminate HSBC Debit Card Terms and Conditions and this Agreement.
4. Agreement Validity: The Agreement shall be effective from the date of Card issuance and shall remain in effect until the Bank or the Cardholder requests termination of this Agreement. The Card Information Record showing Card issuance date shall be delivered with the Card and shall expire when the use of the Card is terminated by at least one of the two parties.
5. The Cardholder, by submitting HSBC Debit Card Application Form or Personal Account Opening Form or HSBC Premier Application Form or Account Opening, HSBC Debit Card request via the HSBC Vietnam App, confirms that the Bank has provided, explained in detail and fully these HSBC Debit Card Terms and Conditions, the General Terms and Conditions or the Premier Master Account Terms and Conditions (depending on the Customer Tier) (hereinafter collectively referred to as "**Terms and Conditions**") for the Cardholder to study and the Cardholder has clearly understood, and agreed to all information of the Terms and Conditions and other issues related to the Bank's services.
6. The Bank has the following rights and responsibilities:

- a. To check and supervise the Card usage and payment by the Cardholder in accordance with the provisions of law;
- b. To check and supervise the Card usage and the maintaining of balance in the Cardholder's Accounts;
- c. In case the Cardholder's Account is debited in excess of the balance in the Account or exceeds the overdraft limit (if any) agreed with the Bank, the Bank has the right to retrieve and deduct from any Cardholder's Account the amount equivalent with withdrawal, transfer, payment and/or arising amount from transactions exceeding the balance when using the Debit Card;
- d. The Bank has the right to request the Cardholder to report the use of the Card and provide documents, data proving that the Card is used for the right purposes.

## **II. Cardholder's Rights and Responsibilities of Cardholders:**

1. The Cardholder must sign the Debit Card immediately upon receipt. The Cardholder must safeguard the Card, Card's information, PIN and not permit any other person to use it and protect the Card from being misused.
2. The Cardholder agrees that shall only activate the Card upon receipt of the physical card. The Cardholder will be responsible for any damages, lost resulting from activating the card prior to receipt of the physical card, including transaction amounts and related fees for transactions occurring after the Cardholder activates the card and prior to receipt of the physical card.
3. The Cardholder shall be responsible for all Card Transactions and fees related to such transactions, regardless of whether the transactions were actually made or authorized by the Cardholder, and not affected by the termination of these Terms and Conditions or the Agreement.
4. The Cardholder shall use the Card only for legal purposes and in accordance with Vietnamese laws. Cardholder shall not use the Card for money laundering, terrorist financing, fraud, cheating, or any other illegal purpose.
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:
  - a. If it is a fake or replicate card;
  - b. If the Debit Card is illegally used;
  - c. To facilitate investigation, handling of any potential or suspected crime in accordance with law;
  - d. The Bank has reasonable grounds to detect that the customer uses fake documents or impersonates to issue the Card or uses the Card for fraudulent, deceptive or other illegal activities and other cases in accordance with the law;

- e. 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(s).
- 6. The Cardholder agrees to provide complete, accurate and timely information and documents as required by the Bank and other competent agencies and organizations as prescribed by law when applying for Card issuance and throughout the process of using the Card. The Cardholder is responsible for the accuracy and truthfulness of the information, documents and data provided by him/her.
- 7. The Cardholder agrees that, in the event that the Bank suspects or/and has grounds to believe or has knowledge of the card being misused for, but not limited to: (i) gambling, betting or/and (ii) other transactions which are illegal under any applicable laws or/and (iii) other transactions that the Bank has the right to refuse to process or pay, the Bank reserves the right to reverse or cancel the Card Transaction(s).
- 8. Ensure safety and security in Card use and in case of Card loss or Card information disclosure:
  - a. The PIN firstly issued by the Bank as well as any other PIN subsequently changed by the Cardholder must be kept strictly confidential. PINs should not be disclosed to any third party under any circumstances or by any means whether voluntarily or otherwise. The Cardholder should not keep any written record of any PIN in any place or manner, which may enable a third party to use the Cardholder's Debit Card.
  - b. To ensure safety and security in using the Card and to avoid any damage and loss if the Card is stolen or its information is disclosed, the Cardholder is not allowed to allow anyone else to use the Card and must always keep and secure the Card information, including the Card's PIN. In case the Card/PIN is stolen or its information is disclosed, the Cardholder must immediately notify the Bank in the manner and within the time limit specified in this Agreement and the General Terms and Conditions or the Premier Master Account Terms and Conditions (depending on the Customer Tier).
  - c. The Cardholder must protect the Card so that it is not used by others or misused.
- 9. The Cardholder's Account will be debited with the amount of any withdrawal, transfer, payment and/or other transactions effected by use of the Debit Card. The Cardholder should maintain sufficient funds in the Cardholder's Account for payment of such transactions. The Cardholder shall not be entitled to make any transactions of which the amount exceeds the current balance of the Cardholder's Account or exceeds the overdraft limit (if any) as agreed by the Bank.
- 10. The Cardholder and the Bank shall exercise their rights, obligations and responsibilities in relation to the Card in accordance with the General Terms and Conditions or the Premier Master Account Terms and Conditions (depending on the Customer Tier), the HSBC Debit Card Terms and Conditions and other documents



or agreements between the Bank and the Cardholder (as supplemented or amended from time to time) and in accordance with the provisions of Vietnamese law.

### **III. Bank Tariff**

1. The Cardholder agrees to pay the Bank the fees and charges specified in the Personal Banking Tariff or the HSBC Premier Tariff (depending on the Customer Tier) published on the Bank's website at [www.hsbc.com.vn](http://www.hsbc.com.vn) and at all Branches/Transaction Offices of the Bank and the fees arising from transactions that the customer makes by using the Card.
2. The Bank is not obliged to automatically reissue Cards for Cards that are lost or damaged due to the preservation and use for the Cardholder. The Cardholder shall bear the fee for requesting reissuance of the Card.

### **IV. Scope of Use, Card Limits, Card Validity and How to Use the Card**

1. The Debit Card is and will be at all times the property of the Bank. The Bank, subject to its due diligence, will withdraw the Debit Card and/or any of the Services offered at any time and will inform the Cardholder of such withdrawal when the Cardholder does not comply with any provisions in item II.
2. **Card Limits:** The limits of the Debit Card include the daily cash withdrawal limit, daily transfer limit within card (between linked accounts), daily transfer limit to other HSBC accounts in Vietnam by Card, daily payment limit (for transactions at POS machines, contactless transactions, and online transactions), limit for each contactless transaction of the Card (hereinafter collectively referred to as "Card Limits") as stipulated in the Debit Card Limits table (amended and supplemented from time to time) and published on the Bank's official website (<https://www.hsbc.com.vn>).
3. **Scope of use and Card usage purpose:**
  - a. The Cardholder may only use the Card for purposes in accordance with the provisions of Vietnamese law. The Cardholder shall not use the Card to conduct transactions for the purpose of money laundering, terrorism financing, fraud, cheating or other illegal acts.
  - b. The Cardholder's Account shall be debited with an amount corresponding to the amount withdrawn, transferred, paid and/or arising from other transactions when using the Debit Card. The Cardholder shall ensure that there is sufficient balance in the Account to pay for the above transactions.
  - c. The Cardholder shall not conduct Card transactions exceeding the Debit Card Limits, the balance in the Account linked to the Card and the overdraft limit (if any) agreed with the Bank.
4. The Bank issues a physical Card with a validity period of five (05) years from the date of issuance to ensure the quality of the Card. The Expiry of the Card is printed on the Card, the Card is valid until the last day of the month and year stated on the Card. For Cardholders who satisfy the conditions of the documents submitted to the Bank, if the Bank does not receive any notice of discontinuation of the Card within



sixty (60) days before the expiry stated on the Card, the Bank will automatically issue a new physical Card to replace the expiring Card (called "**Replacement of Physical Card According to the Expiry Date**") with the condition that it will notify the Cardholder in advance.

The Customer's continued use of the product or Service immediately after the Replacement of Physical Card According to the Expiry Date will be considered as the Customer's acceptance of the Agreement extension and acceptance of the new validity period of the Card. In case the Customer does not accept the Replacement of Physical Card According to the Expiry Date, the Customer has the right to terminate the use of the Card by notifying the Bank's via information receiving channels as prescribed in the General Terms and Conditions or the Premier Master Account Terms and Conditions (depending on the Customer Tier). The Customer may have to pay a fee to the Bank if the physical Card has been issued but the Customer later requests to terminate the Agreement.

5. The Bank has the right to refuse Replacement of Physical Card according to the Expiry Date, renewing the Card for the Cardholder who does not activate the card, does not generate transactions on the card or does not meet the requirements that the Bank has notified the customer.
6. To open a new Card or renew the Card, the Cardholder who is a foreigner will receive a request from the Bank to submit or supplement the necessary documents proving the allowed staying period at Vietnam according to current laws. In addition, the Cardholder, regardless of nationality, will need to maintain valid identification documents to open a Card or renew the Card. In case the Cardholder cannot supplement valid documents in the manner and within the time limit required by the Bank, the Bank will not approve the request to open a new Card or renew the Card and accordingly will not issue the Card or the Card to be renewed will be closed on the notified date.
7. For Cardholders with foreign nationality, the Cardholder must submit a request for renewal to the Bank. In order for the Bank to approve the request for renewal of the Card, in addition to other conditions that the Bank may apply from time to time (such as proof of income), the Cardholder with foreign nationality must comply with the regulations on residence in Vietnam.
8. Foreigner holding HSBC Debit Card can submit the required supporting documents to show the residence permission in Vietnam following the prevailing regulations. Documents submission methods include:
  - a. at HSBC Branches/ Transaction Offices; or/and
  - b. other methods as notified by the Bank to Cardholder from time to time. The information and documents received by the Bank via the instructed method are considered as valid for the Debit Card renewal purpose.
9. The Physical Card Replacement according to the Expiry Date of a Debit Card can only be processed if the Debit Card is active and all accounts linked to the Card are active. If the Debit Card is blocked and/or any of the account linked to it is inactive,

such Card will not be replaced. If the Cardholder would like to continue to use the Card, he/she must visit an HSBC branch or transaction office to activate the account(s), or apply for a new Card.

- 10.** As a security feature, the Debit Card will be ready for use once it is activated. In order to activate the Debit Card, the Cardholder is required to follow instructions attached with the card at the time of issuance.
- 11.** The Debit Card is accepted at HSBC' Group Automated Teller Machines ("ATM") and at ATMs of other banks worldwide, which are members of the VISA ATM network. Use of Debit Card at other ATMs shall not be accepted and the Cardholder shall be fully responsible for such use of Debit Card.
- 12.** Cash deposited at the Bank's Multi-function ATMs by use of the Debit Card will only be credited to the Cardholder's Account upon the Cardholder's confirmation at the Multi-function ATM that the deposited amount is correct. The Bank shall have no responsibility to resolve any claim of the Cardholder with respect to any difference of deposited amount if the Cardholder has confirmed at the Multi-function ATM that the deposited amount is correct. Cash deposit by use of Debit Card at any other ATMs which are not the Bank's Multi-function ATMs shall not be accepted and the Cardholder shall be fully responsible for such transaction.
- 13.** The Debit Card will be accepted only at the merchant having an electronic point of sale swipe terminal (POS). Any usage of the Debit Card for purchases other than through an electronic point of sale swipe terminal shall not be accepted and the Cardholder shall be responsible for such transaction. The Cardholder may apply to turn on/off transaction at the merchant having an electronic point of sales swipe terminal (POS) outside of Vietnam jurisdiction by sending Card service request to the Bank through prevailing channels accepted by the Bank. This service request will be performed within five (05) working days from the day the Bank receives the Cardholder's service request.
- 14.** The Debit Card will be accepted only at online payment gates which have been registered for online transactions with VISA. Any usage of the Debit Card at other online payment gates shall not be accepted and the Cardholder shall be responsible for such transactions. The Cardholder may apply to turn on/off transaction at online payment gates by sending Card service request to the Bank through prevailing channels accepted by the Bank. This service request will be performed within five (05) working days from the day the Bank receives the Cardholder's service request.
- 15.** Transactions on the Debit Card will be debited and credited to the Cardholder's Account linked to the Card. The Bank's notifications to the Cardholder about the account balance and card transaction history are the Bank's notifications about the balance and balance change history of the Account linked to the Card. The form of notification of balance change may include forms via SMS or through the Electronic Statement (eStatements) on Online Banking.
- 16.** The Cardholder may apply for SMS Alert Service for transactions on Debit Card and it's linked account when performing Card Transaction(s). The Cardholder's SMS

Alert Service request will be performed within five (05) working days from the day the Bank receives the Cardholder's service request.

17. There is a Registration Fee for SMS Alert Service, which specified in the Personal Banking Tariff or HSBC Premier Tariff. This service will be registered and charged annually and shall be collected by deducting the relevant amount on the Cardholder's Account in the month of the Card is issued and is not refundable. This annual registration fee will still be applied even if the Cardholder's Account is classified "Dormant Account" or "Unclaimed Account". If the Bank is unable to collect this service fee within one (01) week from the charge date, the Bank will automatically suppress the service. In case of Debit card cancelation, this Service will also automatically be suppressed.
18. The Bank shall not be responsible for the circumstances where Cardholder does not receive the message due to invalid or incorrect telephone number registered with the Bank or due to technical issue of SMS service providers, or otherwise which is not due to the Bank's fault.
19. The Cardholder may use the Debit Card to withdraw money from the Cardholder's Account, or to make payments at online payment gates, or to make purchases at electronic point of sale swipe terminals. To the extent permitted by laws, if the withdrawal and/or settled currency differs from the currency of Cardholder's Account, the Bank will apply an exchange rate between the two currencies for conversion, an administration fee, and any transaction fees charged by Visa Card Associations to the Bank. The applicable exchange rate will be the prevailing exchange rate set by HSBC at the time of the withdrawal and/or settlement. The Cardholder may obtain the current "Administration fees applied for foreign currency transactions" tariff from the Personal Banking Tariff or HSBC Premier Tariff which is available at [www.hsbc.com.vn](http://www.hsbc.com.vn).
20. Cash withdrawals at HSBC Group/VISA ATMs or payments at online payment gates or purchases at electronic point of sale swipe terminals performed by Cardholder in Vietnam or overseas will be subject to relevant fees as provided in the Personal Banking Tariff or HSBC Premier Tariff.
21. A purchase from a Debit Card and a subsequent credit due to return or cancellation of goods/services are two separate transactions. The refund, less any fee of return or cancellation (if applicable), will only be credited to the Cardholder's accounts when the Bank receives it from the relevant merchant establishment unit or from online payment gates registered with Visa Card Associations.
22. In case of Debit Cards linked to multiple Accounts, transactions at merchant establishments or at online payment gates registered with Visa Card Associations will be effected by debit to the Primary Account. Primary Account shall mean, in case of multiple Accounts linked to the Debit Card, the Account that has been designated as being the main/first Account of operation i.e. the Account from which purchase transactions, charges and fees related to the Debit card are debited. In case this Account has insufficient funds to honour such transactions, HSBC will honour

the transactions by debiting the linked Accounts which are the same type with Primary Account. If linked Accounts are not the same type with Primary Account, HSBC will not honour the transactions even if the necessary funds are available cumulatively or separately in the other Linked Accounts.

23. If the Primary Account linked to the card is closed, the card will immediately become invalid regardless its expiry date.
24. The Bank will not be liable for any failure to provide any service or to perform any obligation 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 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 block the Cardholder's Account when there is a disputed transaction from Merchant/Acquiring Bank/ Visa Card Associations and unblock the amount accordingly on the Cardholder's Account once the results are received from the Merchant/Acquiring Bank/ Visa Card Associations.
25. The Bank accepts no responsibility for the refusal of any merchant establishment or at any online payment gates registered with VISA to honour the Card, except where such refusal is due to the Bank's fault (such as technical issues). Nor will the Bank be responsible in any way for any goods or services supplied to the Cardholder. No claim by the Cardholder against the merchant establishment will relieve the Cardholder from any obligation to the Bank hereunder. In particular, the setting up, modification, or termination of direct debit authorization instructions for any regular payment to be charged to the Cardholder's Account is strictly between the Cardholder and the respective merchant establishment(s). The Bank reserves the right not to set up, modify or terminate any such arrangement in the event of any dispute between the Cardholder and the merchant establishment or online payment gates registered with VISA.
26. The Debit Card is only issued to Cardholder's Account. The name on the card is the name of Cardholder's Account opened at the Bank. The Bank does not issue supplementary Debit Card.
27. For joint accounts, Debit Card will be issued on the joint account if the signing instruction of the joint account is "either to sign". The name on cards is the name of each joint account holder opened at the Bank.
28. The Cardholder agrees that, depending on the Bank's policies and regulations from time to time or to protect the Cardholder's rights, the Bank may change the Card line (type) that the Cardholder is using to a new Card line (type) and/or has the right to change the physical Card for the Cardholder. The change of the physical card (if any)

will be notified by the Bank to the Cardholder by one of the contact methods that the Bank has specified in this HSBC Debit Card Terms and Conditions.

- 29.** Handling of the remaining balance on the Account linked to the Card after the end of the Agreement:
- a. Closing the Card is independent of closing the Cardholder's Account.
  - b. In the case of closing the Debit Card but not closing the Account, the Cardholder will continue to use the balance in the Account according to the terms and conditions agreed with the Bank;
  - c. In case of closing Debit Card and Cardholder's Account, Cardholder, depending on the reasons for closing the Account, the Account balance will be processed according to the General Terms and Conditions or the Premier Master Account Terms and Conditions (depending on the Customer Tier).
- 30.** Except for online payment transactions using EMV 3DS authentication and requiring OTP, the Customer agrees to authorize the Bank to confirm on behalf of the Customer all transactions made on the Card by the prevailing regulations of the Bank and the Card Organization on transaction authentication. For online payment transactions using EMV 3DS authentication and requiring OTP, the Customer will authenticate the transaction by entering the valid OTP code on the payment gateway by the Bank and the Card Organization's regulations on transaction authentication. Based on the Customer's OTP code confirmation result, the Bank will authenticate the transaction.

**V. 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 agrees that the Bank has the right to block the Debit Card in case the Bank suspects or detects that the Card is likely to be exploited, lost, disclosed or used for the wrong purpose.
- 3.** In case of Misused Card, the Cardholder must immediately notify for the bank via only channel accepted by the Bank when discovering the Misused Card, which is the Bank's 24/7 Contact Center details as follows:
- a. at (84 28) 37 247 247 (in the South) or (84 24) 62 707 707 (in the North) or
  - b. at (84 28) 37 247 666 for Cardholder who are Premier customers.

Additionally, the Cardholder is required to officially confirm such notice in writing or by Legally Valid 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.

4. 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; including all fees and total transaction value of the Card Transactions performed by the Misused Card (if any) before the Bank provides confirmation.
5. 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 below:
  - a. If the Cardholder intentionally makes fraudulent transactions by using the Card;
  - b. If fraud occurs due to the Cardholder's carelessness, lending the Card, transferring, using the Card as collateral, pledging for illegal loans and other violations of use;
  - c. If the Cardholder refuses to cooperate when the Bank reasonably requests during the investigation of damages caused by fraudulent use of the Card, without a valid reason;
  - d. Fraudulent/unauthorized transactions arise due to the Cardholder's incorrect confirmation of information or failure to promptly notify the Bank when the Card was misused at previous times or refusing to block the Card during the investigation process.
6. 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 Personal Banking Tariff or HSBC Premier Tariff (depending on the Customer Tier).

#### **VI. Card Blockage, Temporary Suspension of Card Transactions:**

The Cardholder agrees that the Bank has the right to block the Card (and the Cardholder's Account linked to the Card if necessary) or suspend the Card transaction in the following cases:

1. Receiving instructions from the Cardholder;
2. The Card shows signs of fraud or violation of the law;
3. The Card is likely to have its information stolen, lost, exploited or used for the wrong purpose;
4. The Card violates the Bank's policies or regulations;
5. The Bank has information that the Cardholder has died, been declared dead, or been declared missing;
6. At the request of a competent state agency or as prescribed by law;
7. The Cardholder fails to update or supplement information on personal identification documents, residence documents and visas or equivalent (for foreigners) in case



these documents are no longer valid. In this case, the Bank has the right to temporarily block the Card before the Cardholder's document expires.

8. In some cases where the Cardholder has used the Card in excess of the balance in the Cardholders' Account linked to the Card, the Cardholder must immediately pay the amount exceeding the balance even if he/she has not received a request from the Bank. If the Cardholder fails to pay the amount exceeding the balance, the Bank has the right to temporarily suspend the Cardholder's use of the Card until the Cardholder completes the payment to the Bank.
9. The Cardholder's Account linked to the Card is in dormant or unclaimed status or is closed or locked.

## **VII. Revoke, Terminate or Invalidate During Card Use**

The Cardholder agrees that the Bank, with its understanding, has the right to revoke or terminate or invalidate the Debit Card in the following cases:

1. Counterfeit Card.
2. The Card is used illegally.
3. The Bank has reasonable grounds to believe that the Cardholder uses fake documents or impersonation to issue the Card or uses the Card for fraudulent, deceptive or other illegal activities and other cases in accordance with the law;
4. Serving the investigation and handling of crimes in accordance with the law.
5. The Card is used to pay for payments including: (i) gambling, betting and/or (ii) other prohibited or illegal transactions under current laws and/or (iii) other transactions that the Bank has the right to refuse to process or pay.
6. The Card is blocked for 2 consecutive months, the Card is not activated for 2 months from the date of issuance, the cardholder's linked to the Card is inactive or does not transact.

## **VIII. Handling the dispute**

1. The Cardholder must inform the Bank immediately via one of below channels below if there is dispute by:
  - a. Calling the Bank's Contact Center 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.
  - b. Visiting an HSBC Branch/Transaction Office in Vietnam
  - c. Submitting an online dispute request at the Bank's public website.
2. For disputing on Debit Card transactions, the Cardholder must officially confirm this notice by 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. 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.



3. If the Cardholder fails to notify in the manner prescribed by the Bank within the above time for any reason, the transaction(s) made will be deemed correct and accurate and the Cardholder will be fully responsible for payment of such transaction(s) and any fees and interest (if any) incurred in connection with such transactions.
4. At the same time, according to the regulations of the Visa Card Association, the Cardholder will also be fully responsible if there are subsequent Card not presented transaction(s) performed on the Card which are determined by the Visa Card issuer to be similar to (i) a transaction that was previously performed on the Card and there is no complaint from the Cardholder for this transaction(s) within the prescribed period; or (ii) a transaction that is considered correct and accurate to have been previously performed on the Card.
5. 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**.
  - a. During the Dispute Resolution Period, the Bank will notify the Cardholder of the results of the investigation and complaint ("**Notification Date**"). Within a maximum of 05 working days from the Notification Date, the Bank will base on the results of the investigation and investigation through the Card Payment Organization or the Card Associations to make a refund or not to make a refund to the Cardholder. If the investigation confirms that the Cardholder is responsible, the Bank has the right to debit the late payment, interest and fees incurred during the investigation period.
  - b. In case the Dispute Resolution Period expires but the cause or fault of any party is still not determined, within the next 15 working days, the Bank will notify the Cardholder of the extension of the Complaint Resolution Period, the extension period shall not exceed 60 days. If the extension period expires without determining the cause or fault of either party, within the next 15 working days, the Bank will negotiate a solution with the Cardholder.
6. 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.
7. In case the case shows signs of crime, the Bank will notify the competent state agency in accordance with the provisions of the law on criminal proceedings and report to the State Bank of Vietnam (Payment Department, State Bank branches in the province or city); at the same time, notify the Cardholder in writing about the status of handling the request for investigation and complaint. In case the competent state agency announces the settlement result that there is no criminal element, within

15 working days from the date of conclusion of the competent state agency, the Bank will agree with the Cardholder on the plan to handle the investigation and complaint results.

8. 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. 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.
9. The retrieval fee for the photocopy of sales slips and the dispute investigation fee subject to Cardholder's fault will be debited to the Cardholder's Account for each disputed transaction as specified in the Personal Banking Tariff or HSBC Premier Tariff.
10. 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.

#### **IX. Old Card Process**

In all cases of Card replacement including but not limited to cases such as replacing Card due to damage, upgrading/downgrading Card, losing Card, Card being abused... Cardholder must cancel the old Card when receiving the new Card and take responsible for any misused transactions arising on the old Card due to failure to cancel the Card.

#### **X. Other General Terms**

1. **3D Secure Service:** By making an online purchase at 3D Secure merchants, Cardholder accept and agree with 3D Secure Service Terms and Conditions. 3D Secure Service Terms and Conditions is published by the Bank at <https://www.hsbc.com.vn/> and publicly listed at all Branches/Transaction Offices of the Bank. 3D Secure Service Terms and Conditions is an inseparable part of this Terms and Conditions.
2. **Additions and amendments:** The Bank reserves the right to amend the HSBC Debit Card Terms and Conditions. Such amendments and supplements will take effect immediately after the Bank announces it on the Bank's official website and is publicly posted at HSBC's headquarters and business locations. Use of the Debit Card after the date upon which any change to these terms and conditions is to have effect (as specified in the Bank's notice) will constitute acceptance without reservation by the Cardholder of such change. If the Cardholder does not accept any

amendments or additions to these Terms and Conditions, the Customer has the right to terminate the use of the Bank's Products and Services by notifying the Bank's information receiving channels specified in the General Terms and Conditions.

3. Any notice hereunder sent by post will be deemed to have been received by the Cardholder within three (03) days of posting to the address last notified in writing to the Bank by the Cardholder. Publication of change by such means as the Bank may consider appropriate will constitute effective notice to the Cardholder thereof.
4. **The Card is the property of the Bank:** The Card is the property of the Bank and will not be transferred. The Cardholder must immediately return the Card to the Bank upon the Bank's request.
5. The Bank's record of transactions processed with respect to the use of the Debit Card will be conclusive and binding for all purposes.
6. Depending on the Customer's segment, use of the Debit Card will be governed by these Terms and Conditions and the General Terms And Conditions or Premier Master Account Terms And Conditions. In the event of any conflict or discrepancy between any provision of these Terms and Conditions and the General Terms And Conditions or Premier Master Account Terms and Conditions, these Terms and Conditions shall prevail.
7. These terms and conditions shall be governed by and construed in accordance with the laws of Vietnam. These terms and conditions are made in English and Vietnamese. In case of discrepancies between the English and Vietnamese versions, the Vietnamese version shall prevail.
8. HSBC Debit Card Terms And Conditions is integral part of the General Terms and Conditions of the Bank/ Premier Master Account Terms And Conditions, and Tariff issued by the Bank and the updated/amended versions from time to time and together forms a complete agreement and understanding of the Services provided by the Bank to Customer, all rights and obligations of both Customers and the Bank in relation to the Services provided. By activating/using the card, the Cardholder clearly understands and agrees to the complete agreement and understanding of Services provided by the Bank to the Customer, all rights and obligations of both Customers and the Bank in relation to the Services provided.
9. The Cardholder confirms that the Bank has provided and explained in full details about Debit Card Terms and Conditions, General Terms and Conditions /Premier Master Account Terms and Conditions and Personal Banking Tariff (HSBC Premier Tariff) and other provisions to Cardholder and the Cardholder has fully understood and agreed to all information about Debit Card Terms and Conditions, General Terms and Conditions /Premier Master Account Terms and Conditions and Personal Banking Tariff (HSBC Premier Tariff) and other matters related to the services of the Bank.