

## HSBC Premier Debit Card Terms and Conditions

In these Terms and Conditions to which the use of HSBC Premier Debit Card will be subject, "Debit Card" shall mean any card issued to the Cardholder by HSBC (the "Bank") which may be used to effect banking transactions by electronic means. "Cardholder's Account" shall mean any account nominated by the Cardholder with respect to the Debit Card.

1. The Debit Card is and will be at all times, the property of the Bank. The Bank reserves the right to withdraw, at its discretion, the Debit Card and/or any of the services offered at any time without prior notice.
2. The Cardholder will be responsible for all transactions effected by use of the Debit Card, whether authorized by the Cardholder or not.
3. The Cardholder must sign the Debit Card immediately upon receipt. The Cardholder must not permit any other person to use it and should safeguard the Debit Card from misuse.
4. The Personal Identification Number ("PIN") issued to the Cardholder for use with the Debit Card services and any number(s) substituted by the Cardholder for that purpose are 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 Debit Card.
5. The Cardholder's Account will be debited with the amount of any withdrawal, transfer and/or other transactions effected by use of the Debit Card. The Cardholder will maintain sufficient funds in the Cardholder's Account to meet any such transactions. The Cardholder shall not be entitled to overdraw the Cardholder's Account with the Bank or withdraw funds by the use of the Debit Card in excess of the overdraft limit, if any, agreed with the Bank.
6. The loss or theft of the Debit Card should be reported to the Bank immediately by calling the Bank's 24/7 Customer Service Hotline at (848) 37 247 666 and confirmed in writing as soon as possible. The Cardholder will be responsible for all transactions effected by use of the Debit Card until such notification. The Bank will debit the Cardholder's Account with any cost incurred in issuing a replacement Debit Card.
7. The Debit Card is valid up to the last day of the month/year indicated. The renewal of the Debit Card shall be sent to the Cardholder before the expiry of the Debit Card at the discretion of the Bank. HSBC reserves the sole right of renewing the Debit Card on expiry.
8. The Debit Card is accepted at HSBC Group Automated Teller Machines ("ATM") and ATMs of other banks worldwide, which are members of the VISA ATM network.
9. The Debit Card is for electronic use only and will be accepted only at the merchant establishments which have an electronic point of sale swipe terminal. Any usage of the Debit Card for purchases other than through an electronic point of sale swipe terminal will be deemed unauthorized and the Cardholder shall be responsible for such transaction.
10. As a security feature, the Debit Card issued will be initially inactivated. In order to activate the Debit Card for transactions at merchant establishments, the Cardholder will be required to perform one normal ATM transaction with the PIN, such as viewing their current account balance.
11. Cash deposited with any ATM by use of the Debit Card will only be credited to the Cardholder's Account after successful verification by the Bank. The statement issued by the ATM at the time of deposit only represents what the Cardholder purpose to have deposited and will not be binding on the Bank.
12. The Cardholder may withdraw cash in VND with the Debit Card from the Cardholder's Account denominated in foreign currency at the prevailing exchange rate set by HSBC at the time of the withdrawal.
13. Cash withdrawals performed by Cardholder at the HSBC Group/VISA ATMs in countries other than Viet Nam will be subject to a cash withdrawal fee, as per the prevailing tariff of charges. Cash withdrawals at VISA ATMs in Viet Nam will also be subject to a fee and will be debited to the Cardholder's Account at the time of posting the cash withdrawals.
14. A purchase from a Debit Card and a subsequent credit due to cancellation of goods/services are two separate transactions. The refund will only be credited to the accounts less cancellation charges (if any) when it is received from the merchant establishment. If the credit is not posted to the account within 30 days from the day of the refund, the Cardholder should notify HSBC, along with the copy of the credit note from the merchant establishment.
15. In case of Debit Cards linked to multiple Accounts, transactions at merchant establishments 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 not honour the transactions even if the necessary funds are available cumulatively or severally in the other Accounts linked to the Debit Card.

16. 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. The Cardholder's Account will be debited with such charges as the Bank may from time to time consider reasonable with respect to the Debit Card provided that prior notice of such charges is given to the Cardholder.

17. The Cardholder should notify the Bank's Customer Service team in written form provided by the Bank of any transaction in any statement that was invalid or unauthorized by the Cardholder within thirty (30) days from the date of the statement. If the Cardholder fails to report within the said period, the transaction(s) shown on the statement will be considered correct. When the Cardholder reports an invalid or unauthorized transaction, the Bank will carry out verification requirements within five (05) working days since the date of receiving proper notification from the Cardholder; consider to temporarily refund the disputed amount to the Cardholder's Account (except dispute transactions related to cash withdraw from ATM) and not to impose any interest or finance charges on such disputed amount while it is under investigation by the Bank. If, following a good faith investigation by the Bank, the investigation results (which shall be binding on the Cardholder) show that the report made by the Cardholder was unfounded, the Bank reserves the right to collect the temporarily refunded amount and re-impose the finance charges on the disputed amount over the whole period, including the investigation period. The retrieval fee for the photocopy of sales slips and the dispute investigation fee subject to Cardholder's fault (as specified in the HSBC Premier Platinum Debit Card Fees and Charges) will be debited to the Cardholder's Account for each disputed transaction.

18. The Cardholder agrees that the Bank may at its discretion, use, store, disclose, transfer, compile, match, obtain and/or exchange (all whether within or outside Vietnam) the Cardholder's personal details and information, all details and information pertaining to the Cardholder Account and any of the Cardholder's transactions and dealings with or through the Bank (collectively, "Personal Data") to, from or with any person as the Bank may consider necessary (including without limitation any member of the HSBC Group, any service provider or third party, any bureaus or agencies or competent authority established or to be established by the State Bank of Vietnam or by other authorities and/or any debt collection agencies that may be appointed by the Bank) for any and all purposes including without limitation (i) in connection with any account, product or service and/or in connection with matching for whatever purposes any such Personal Data concerning the Cardholder in the Bank's possession; and/or for the purposes of promoting, improving and furthering the provision of other services by the Bank and any member of the HSBC Group to the Cardholder; and/or (ii) for the purposes of fraud or crime prevention, audit and debt collection and in order that services may be processed for the Bank; and/or (iii) for purposes of investigating, reporting, preventing or otherwise in relation to money laundering, terrorist financing and criminal activities; and/or (iv) any other purposes and to such persons as may be in accordance with the Bank's general policy on disclosure of Personal Data as set out in statements, circulars, notices or other Terms and Conditions made available by the Bank to the Cardholder from time to time. The Cardholder understands that the Bank, or any member of the HSBC Group or any third party to whom the Bank has transmitted information about the Personal Data, will be obliged to disclose such information if legally compelled to do so (whether by Vietnamese law or the laws of any jurisdiction to which such information is transmitted). All Personal Data held by the HSBC Group or by its subcontractors or agents will be afforded at a reasonable level of protection against any unauthorized or accidental disclosure, access or deletion. The Cardholder agrees to the Personal Data being used as described and that it may be transferred as stated above.

19. The Bank reserves the right to add to, delete and/or vary any of these Terms and Conditions upon notice to the Cardholder. 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 proposed change, the Debit Card must be returned to the Bank prior to the date upon which such change is to have effect.

20. Any notice hereunder sent by post will be deemed to have been received by the Cardholder within three 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.

21. If more than one person and/or entity signs in the Debit Card application forms and agrees to be bound by these Terms and Conditions, the obligation and liabilities of such persons hereunder will be joint and several and, as the context may require, words herein denoting the singular only will be deemed to include the plural. Any notice hereunder to any one such person and/or entity will be deemed effective notification to all such persons and/or entities.

22. The Bank's record of transactions processed with respect to the use of the Debit Card will be conclusive and binding for all purposes.

23. 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.

**Note:** In these Terms and Conditions and any associated documents, any reference to "HSBC" or the "Bank" includes branches and subsidiaries of the Hongkong and Shanghai Banking Corporation Limited (HSBC) in Vietnam and their successors.