



## **TERMS AND CONDITIONS OF HSBC CLASSIC LIVEFREE CREDIT CARD**

*(These Terms and Conditions take effect from 10/07/2023)*

The HSBC Classic LiveFree Credit Card (the “**Card**”) is issued by HSBC Bank (Vietnam) Ltd. (“**the Bank**”, “**HSBC**”) on the following terms and conditions (the “**Terms and Conditions**”). By using the Card (usage includes Card activation), the holders of the Card (the “**Cardholders**”) will be deemed to have accepted and be bound by these Terms and Conditions as well as the Terms and Conditions set out in the HSBC Credit Card Cardholder's Agreement.

- 1. Applicable card type:** HSBC Classic LiveFree Credit Card issued or converted from other credit card types from 10 July 2023.
- 2.** By making Eligible Purchases, Cardholders will get annual fee waiver for primary cards if they satisfy all of the following Spending Conditions. Details as below:

2.1. Spending Conditions:

<b>From Card Issuance Date</b>	<b>Annual Fee (Primary card)</b>	<b>Spending Conditions</b>	
		<b>Number of transactions</b>	<b>Spending period</b>
1 <sup>st</sup> year	VND 350,000	Having from 03 Eligible Purchases	Within the first 60 days since Card Issuance Date on HSBC system “ <b>Card Issuance Date</b> ”
2 <sup>nd</sup> year	VND 350,000	Having from 12 Eligible Purchases	Within 12 months since Card Issuance Date

If Cardholders have from 12 Eligible Purchases in the 2<sup>nd</sup> year, the Cardholders will get annual fee waiver for the 3<sup>rd</sup> year.

From the 4<sup>th</sup> year: Annual fee waiver will be applied in the same way as the 3<sup>rd</sup> year, which is, if the Cardholders have from 12 Eligible Purchases in the previous year, the Cardholders will get the annual fee waiver for the current year.

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(\*) Each year consists of 12 months, counting from the month of Card issuing month.

2.2. In case the Cardholders do not satisfy the Spending Conditions, the annual fee will be debited from the Card Account and is not refundable. The annual fee shall be applied even when the Card has not been activated. Timeline to debit annual fee for each year as follows:

	<b>Timeline on annual fee collection</b>
1 <sup>st</sup> year	Post after the 2 <sup>nd</sup> Credit Statement but no later than the 5 <sup>th</sup> Credit Statement
2 <sup>nd</sup> year onwards	Post yearly in the Credit Statement of the month which is as same as the Card issuing month

2.3. The annual waiver shall only be applied for primary cards and not applied for supplementary cards. For annual fee of supplementary card, please visit Personal Banking Tariff at [www.hsbc.com.vn](http://www.hsbc.com.vn) for more details.

2.4. The Cardholders will be notified on Card Issuance Date via SMS, or email or any means of communication.

**3. General terms and conditions:**

3.1. Eligible Purchases: are legal transactions in accordance with Vietnamese law, which are overseas or domestic transactions transacted via POS machine or payment gateway registering with Card Association. The Eligible Purchases can be performed by both primary cards or supplementary cards, which are linked to the primary accounts.

3.2. The following transactions are not considered Eligible Purchases:

- a) Cash advance;
- b) Fees and Charges (include but not limited to finance charges, late charges, annual fees, administration fee applied for foreign currency transactions);
- c) Balance Conversion Plan Programme;
- d) Instalment Plan Programme;



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- e) Balance transfer;
  - f) Transactions relating to the trading of securities, foreign currency;
  - g) Transactions relating to money transfers made through the internet (including but not limited to Paypal, SKR skrill.com);
  - h) Transactions relating to top-ups of any pre-paid card;
  - i) Quasi-cash transactions (transactions relating to money orders, traveler's checks, gaming, betting, lottery);
  - j) Foreign exchange transactions (including but not limited to Forex.com);
  - k) e-Wallet transactions (for example but not limited to VTC Pay, Zalo Pay, Ngan Luong Online, Ngan Luong-Alepay, Vi Momo, VN Pay);
  - l) Any transactions related to alcohol, cigarette, lottery, medicine, milk, health check service at public hospital, public school and other restricted service and products in accordance with prevailing regulations;
  - m) Government tax payment;
  - n) Online bill payment transactions through HSBC Online Banking and Mobile Banking app;
  - o) Any illegal transactions on goods and services;
  - p) Fraudulent, forged transactions, payment transactions without the sale of goods or services (forged transactions at POS machine...);
  - q) Any transactions for business activities and not for the purpose of personal expenses;
  - r) Any transactions at Card acceptance points (POS/mPOS) that the Bank considers that there are signals of fraudulent or abnormal spending in terms of behavior, frequency, value of the transactions in each period;
  - s) Any other transactions determined by the Bank from time to time.
- 3.3. Eligible Purchases must be made and recorded in HSBC system within Spending period of this Terms and Conditions.
- 3.4. Transaction notification SMS is not considered as a confirmation of card transactions



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- being posted on HSBC system.
- 3.5. Eligible Purchases will be counted in total number of transactions for consideration of the annual fee waiver. The Bank reserves the right to request for valid documents and clarification from the Cardholders regarding to the transactions, address of the point of sales as well as the financial invoices in order to prove that they are Eligible Purchases. The Bank also reserves the right to contact the merchants to verify any suspicious transactions. If Cardholders refuse to fulfil the Bank's request, or should the Bank verify that the transactions are not Eligible Purchases as defined, the Bank shall not count these transactions in the total Eligible Purchases to be considered for the annual fee waiver.
- 3.6. Any cancelled, disputed, illegal and/or reversed transaction amount which is recorded during or after the Promotion Period will be deducted from the total Eligible Purchase Transactions.
4. Cardholders will be disqualified for the annual fee waiver if:
- 4.1. Submit a card cancellation request or has cancelled his/her Credit Card; or
  - 4.2. Have their HSBC Credit Card cancelled by HSBC; or
  - 4.3. Make late payment for any bank fees, or does not pay at least the minimum payment due as shown on the monthly statements; or
  - 4.4. Be delinquent on any products with HSBC.
5. Cardholder may check their transactions posted in their Credit Card account via HSBC Online Banking service or contact HSBC's hotline.
6. The Bank reserves the right to change the Purchase categories, the number of Eligible Purchases as well as change or terminate the offers, revise the Terms and Conditions on its absolute discretion upon notification to the Cardholders following the methods which are deemed appropriate by the Bank. The most up to date version of these Terms and Conditions is displayed on the Bank's website.



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7. If the Cardholders have any disputes relating to the annual fee waiver, they must inform HSBC within 30 days from the day that the annual fee of each year is posted. After this timeline, any queries or disputes will not be handled.
8. In case of any queries, complaints, customers can contact by one of the following channels for further support.
  - 8.1. Any HSBC Branch or Transaction office.
  - 8.2. HSBC 's contact center via mail box [direct@hsbc.com.vn](mailto:direct@hsbc.com.vn) or via call:
    - a) HSBC Premier: (84) 28 37 247 666 (24/7);
    - b) Platinum Credit Cardholder: (84 28) 37 247 248 (24/7);
    - c) Personal Banking: (84) 28 37 247 247 (South); (84) 24 62 707 707 (North) (Operating 24/7 for lost or stolen card or token, dispute transactions or card related complaints, and from 8:00 am to 10:00 pm daily for other matters)
9. In case of any dispute arising out of or in connection with this Promotion, HSBC shall resolve disputes in co-operation with customers. If the parties fail to reach an agreement, disputes shall be resolved at the competent courts in accordance with Vietnamese laws.
10. The Bank reserves the right to amend any provision of these Terms and Conditions as well as the General Terms and Conditions, HSBC Credit Card Cardholder Agreement, the terms and conditions of the services, on its sole and absolute discretion from time to time as the Bank deems appropriate. Such amendments shall be binding on the Cardholders after notifying the Cardholders in such manner as the Bank deems appropriate (including but not limited to notice posted at the Bank's Head Office or any of the Bank's offices), or on the Credit Card statement, or by email, or on the Bank's website, or in such other manners as the Bank may determine). Use of the Card after the effective date of any amendments to these Terms & Conditions (as specified in the Bank's notice) will be deemed to be with the Cardholders' full acceptance of such amendments. If the Cardholders do not agree with any amendments, the Cardholders have the right to request the Card to be closed prior to the effective date of such amendments.



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- 11.** Any tax or other liabilities or charges payable to the Government or any other authority or body or any other participating establishment which may arise or accrue to Cardholders by the annual fee waiver shall be borne by Cardholders.
- 12.** In case of force majeure, the early termination of the Program shall be published and notified by HSBC to the customers and the governments. A force majeure is an event that occurs objectively, which cannot be foreseen and cannot be remedied even though all necessary and permissible measures have been applied. Force majeure events include but are not limited to earthquakes, hurricanes, floods, wars, strikes, layoffs, riots, epidemics, quarantines, technical problems, any government actions or policy that affect the implementation of the Program or other objective events that cannot be foreseen and cannot be remedied despite all necessary and permissible measures have been taken.
- 13.** Together with these Terms and Conditions, Cardholders also agree with the other Terms and Conditions of HSBC Credit Card Cardholder Agreement, General Terms and Conditions and amendments and supplements to these documents from time to time. All the term definitions will follow the ones that defined in the Terms and Conditions of HSBC Credit Card Cardholder Agreement. The General Terms and condition can be found on website [www.hsbc.com.vn](http://www.hsbc.com.vn).
- 14.** These Terms and Conditions will be governed by and construed in accordance with the laws of Vietnam. They are made into Vietnamese and English. In case of discrepancies between the English and Vietnamese versions, Vietnamese version shall prevail.