

## HSBC PREMIER WORLD MASTERCARD® CREDIT CARD CARDHOLDER AGREEMENT

*(This Agreement takes effective from 01 Jun 2023)*

**IMPORTANT!** Before you use your Card, please read this Agreement carefully. By using your Card (which includes activating), you will be taken to have accepted the terms and conditions set out in this Agreement and will be bound by them.

The HSBC Premier World Mastercard® Credit Card (“*the Card*”), is issued by HSBC Vietnam (“*the Bank*”) on the following terms and conditions:

### **1. General Responsibility of Cardholder**

- 1.1 The person to whom the Card is issued (“*Cardholder*”) will sign on the rear side of the Card immediately upon receipt. Cardholder will not permit any other person to use the Card and at all times safeguard it as well as secure the Card information, including its PIN.
- 1.2 Cardholder will be responsible for all credit card facilities granted by the Bank in respect of the Card and for all Card Transactions effected by the Cardholder (whether voluntarily or otherwise) as well as all related charges hereunder, notwithstanding the termination of this Agreement.
- 1.3 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 purposes.
- 1.4 Cardholder agree that the Bank, to the best of its knowledge, has the right to seize or cancel the Credit Card in the following situations:
  - it is a fake card;
  - the Credit Card is illegally used;
  - to facilitate investigation of and dealing with crime in accordance with law;
  - as provided in clause 10 of the Cardholder Agreement.

### **2. Credit Limit**

- 2.1 Each Card is assigned a credit limit that applies to both purchase and cash advance transactions (“*the Card Transaction*”). Cash advance may be subject to a further cash limit equal to or smaller than the credit limit. The amount of overseas cash withdrawal limit is specified at the Bank’s website: [www.hsbc.com.vn](http://www.hsbc.com.vn).  
For your own credit limit, please refer to letter attached to your new issued card and/or your monthly Card statement or limit information of the respective card number displayed on your Online Banking/ HSBC Vietnam application. Cardholder agrees that

the Bank may at its discretion allow for any Card Transaction exceeding the credit limit or cash limit.

Subject to the result of its credit risk assessment of Cardholder or the Card Account, the Bank may at its sole discretion (but not be obliged to) reduce or increase these credit limits from time to time with the change notice to the Cardholder in any form it deems appropriate. By continuing using the Card, the Cardholder will be considered to have accepted the new assigned credit limit.

- 2.2 The Cardholder can apply for a review of his/her assigned credit limit at any time. Subject to the Cardholder's application and reasonable assessment of the credit risks associated with the Card Account or the Cardholder based on information available to the Bank, the Bank reserves the right to accept or reject the application.

If application is approved, the Bank reserves the right to assign the new credit limit to such amount as it thinks fit. If application is rejected, the Bank has the absolute discretion to not give the reasons to the Cardholder.

The Bank will notify the Cardholder of the credit limit adjustment in any form it deems appropriate from time to time. By continuing using the Card, the Cardholder will be considered to have accepted the new assigned credit limit.

- 2.3 Where the granted credit limit has been exceeded, the Cardholder is required to promptly settle the exceeding amount even there is no request for payment from the Bank. If the Cardholder does not promptly settle such amount, the Bank shall temporarily block the Card until the exceeding status no longer exists. The Bank's permission to effect a Card Transaction that causes the exceeding credit limit shall not constitute the Bank's agreement to increase the Card credit limit on a long term basis.

### **3. Cash Advance and Card Transactions**

- 3.1 Cash advance shall include all cash withdrawals made from the Card Account including, without limitation, cash withdrawals from any funds earlier transferred or otherwise credited to the Card Account. Cash advances will be subject to cash advance fee for an advance made from an ATM or in any other forms of cash withdrawal. Finance charges (as specified in the HSBC Premier Credit Card Fees and Charges) will be applied to each cash advance from the date of the cash advance, until all cash advances are paid in full. The Bank may by notice to the Cardholder modify the fee and/or handling charges from time to time.

- 3.2 The Bank accepts no responsibility for the refusal of any merchant establishment to honour the Card. 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 Card 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.

- 3.3 A Card Transaction shall appear on Credit Card Statement when information relating to the transaction is posted to the Bank from card acceptance units, which is normally after the date on which such Card Transaction is made. Therefore, the actual transaction date and the system posting date (i.e. the date when Card Transaction appears on Credit Card Statement) shall be different from each other.
- 3.4 The Bank rejects any Card Transaction if the Bank, to the best of its knowledge, considers such Card Transaction is not in compliance with the Vietnamese laws.

#### **4. Card Benefits**

The Bank may from time to time introduce new products/services to be made available to Cardholders which shall be governed by specific terms of such products/services and, in case of any conflict between these specific terms and the terms herein, the former shall prevail.

##### 4.1 Card Instalment Plan

- (a) HSBC Credit Card's Instalment Plan at HSBC preferred merchants or at merchants of Cardholder's choice.
- (b) HSBC credit card cash instalment plan program.
- (c) HSBC credit card balance conversion program.

Any Credit Card Instalment plan will be governed by the terms and conditions applicable to the plan, available at the merchant outlets where Cardholders apply for the plan. In case of any conflict between such terms and the terms herein, the former shall prevail.

##### 4.2 ATM facility

Where an ATM facility has been incorporated in the Card so that it may be used to effect banking transactions by electronic means, whether at Automated Teller Machines ('ATMs') or otherwise, the use of such facility will be subject to HSBC Debit Card Terms And Conditions, which is available at [www.hsbc.com.vn](http://www.hsbc.com.vn) or at HSBC's branches (for which purpose the Card Account will be 'the Cardholder's Account') in addition to these terms and conditions.

##### 4.3 Customer Service Hotline

The utilisation of the services provided by Customer Service Hotline is governed by HSBC Phone Banking Services Terms and Conditions available at [www.hsbc.com.vn](http://www.hsbc.com.vn) or at HSBC's branches.

**5. Loss, Theft or Misuse of Card or PIN**

Loss, theft or misuse of any Card or PIN (jointly referred to as “misused card”) should be reported immediately upon discovery to the Bank’s Customer Service Hotline- the only accepted channel at (84 28) 37 247 666 exclusively.

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.

- 5.1 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;
- 5.2 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.

**6. Statement**

- 6.1 A statement will normally be sent to the Cardholder monthly on the Statement Date (“**Statement Date**”) with details of (i) the total amount outstanding on the Card Account (“**Statement Balance**”), (ii) the minimum sum to be paid by the Cardholder (“**Minimum Payment Due**”), and (iii) the date by which the Cardholder must make Minimum Payment Due at the minimum to the Bank (“**Payment Due Date**”). If no transactions take place within the statement cycle date, the Statement Balance will not be generated for that month and any transaction occurring after the statement generation date will be shown on the following month’s Statement Balance. Payment of any part of the Statement Balance affected by cash or other means will be accepted on and subject to the Bank’s normal terms and conditions.
- 6.2 The Cardholder should notify the Bank in writing form provided by the Bank 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.

Where the Cardholder reports an invalid or unauthorized transaction, the Bank will carry out the verification requirements within five (05) working days since the date of receiving proper notification from the Cardholder. The Bank may consider to temporarily refund the disputed amount to the Cardholder’s Card Account (except dispute transactions related to cash withdrawal from ATM) and may consider 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 interest of finance charges on the disputed amount over the whole period, including the investigation period.

- 6.3 The Bank may send the Statement Balance in any form it deems appropriate including, without limitation to, (i) an electronic Statement Balance which is applied for Cardholders who are using Personal Internet Banking service or a PDF Statement Balance sent to Cardholders' emails registered with the Bank or (ii) a summary of payable amount for a period via SMS message. In any event, the Bank, at its sole discretion, may send printed or paper-based Statement Balance whenever it deems necessary.

## **7. Payments**

- 7.1 All fund transfers except for Cash-back rewards from HSBC Promotions and/or Reward Programme into or credits made to the Card Account will be applied by the Bank to reduce the existing outstanding balance in the Card Account which, if exceed the said outstanding balance, will be applied to fund future Card Transactions as and when they are debited to the Card Account.
- 7.2 Payments and credits to the Account may be applied in the following order: firstly, finance charges, cash advance fees, card replacement fee, service charges, late charges, annual member fee, any legal and collection fees; and lastly, the outstanding principal amount of the Transactions; or in any order as the Bank considers appropriate without prior reference to the Cardholder.
- 7.3 All Card Transactions made in foreign currencies other than Vietnam Dong will be debited to the Card Account after being converted into Vietnam Dong.  
The conversion into Vietnam Dong will be determined at a currency exchange rate adopted by Card Associations (Visa/Mastercard) on the date of transaction, plus an additional overseas administration fee defined by the Bank and any transaction fee(s) charged by Card Associations (Visa/Mastercard) to the Bank, if applicable.
- 7.4 If the Cardholder is required by any applicable laws or regulations to make any deduction or withholding from any sum payable by the Cardholder to the Bank hereunder, then the liability in respect of that deduction or withholding shall be the liability of the Cardholder such that after the making of such deduction or withholding the remaining payment shall be equal to the amount which the Bank would have received had no such deduction or withholding been made. It shall be the sole responsibility of the Cardholder to effect payment of such deduction or withholding to the relevant authority within the applicable time limit and the Cardholder shall indemnify the Bank for all consequences of the Cardholder's failure to do so.

- 7.5 In addition to any general right of set-off or other rights conferred by law or under any other agreement, the Bank may, without notice, combine or consolidate the outstanding balance on the Card Account (including, in the case of a primary Cardholder ('the Primary Cardholder'), on any supplementary Card Account with any other account(s) which the Cardholder maintains with the Bank and set-off or transfer any money standing to the credit of such other account(s) in or towards satisfaction of the Cardholder's liability to the Bank under this Agreement.
- 7.6 Unless the Bank otherwise specifies, the whole of the outstanding balance on the Card Account together with the amount of any outstanding Card Transactions effected but not yet charged to the Card Account will become immediately due and payable in full to the Bank on termination of this Agreement or on the Cardholder's bankruptcy or death. The Bank may employ third parties to collect any outstanding. The Cardholder or his estate will be responsible for settling any outstanding on the Card Account (including without limitation any regular payments, whenever charged or debited to the Card Account, under arrangements which are authorised or set up prior to the date of termination of this Agreement or the Cardholder's bankruptcy or death), and shall keep the Bank indemnified for all reasonable amounts of costs (including legal fees) and expenses reasonably incurred in recovering such outstanding. Pending such repayment, the Bank will be entitled to continue to charge financing charges at its prevailing rate(s).
- 7.7 Please note that termination of this Agreement will not automatically lead to termination of any merchant auto payment arrangement including, without limitation, auto payment of any annual fee that are set up or authorised prior to the termination of the Agreement. The Cardholder must directly contact the related merchant(s) who will be responsible for making the necessary arrangements if he/she wishes to modify/terminate any merchant auto payment.
- 7.8 Without prejudice to the other provisions of this Agreement, if the Cardholder intends to be absent from Vietnam for more than one month, arrangements to settle the Card Account should be made prior to his/her departure.
- 7.9 Cardholder may request for an auto debit service via which the monthly payment (Minimum Payment Due or Statement Balance) shall be made by auto debiting the Cardholder's current account with HSBC. The auto payment amount shall include any exceeding-limit amount incurred by the Cardholder after Statement Date and remains unpaid before Payment Due Date.
- 7.10 The Bank highly recommends Cardholder to make payment before or on Payment Due Date at the latest. Any payment made after Payment Due Date shall be considered as late payment and it may cause the Cardholder's credit history adversely recorded and therefore negatively impact Cardholder's loans in the future.

7.11 In case the Cardholder is refunded in a part or whole for a Card Transaction made by the Card for whatever reason (including but not limited that Card Transactions are voided, refunded, or reversed), the Bank shall credit the refunds to the Card Account after received these amounts from the merchants or the related parties. The refunds will reduce the existing outstanding balance (if any) in the Card Account but not be considered as the card payment of the Cardholder. The Cardholder will have obligation to make the card payment regulated in the issued Statement.

## **8. Fees and Charges**

### 8.1 General fees

- (a) The Cardholder agrees to pay the Bank's initial and/or periodical fee for the Card. Fees will be debited to the Card Account when due and are not refundable. With respect to annual fee, it shall be collected on an annual basis. Annual fee shall be applied even when the Card has not been activated. Annual fee is calculated yearly and posted in the Credit Statement of the month which is as same as the Card issuing month.
- (b) If the Bank has reasonably incurred any legal or collection fees or other expenses which are of reasonable amount for the purpose of demanding, collecting or suing, to recover any sum payable hereunder from the Cardholder, or for other remedies resulting from the breach or non-compliance of any terms of this Agreement, the Cardholder will fully reimburse the Bank on demand for all such legal fees, and any other fees and expenses incurred in that connection. Pending such repayment, the Bank will be entitled to debit Cardholder's Card Account such fees and continue to charge the finance charges at its prevailing rate(s).
- (c) 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 Credit Card Fees and Charges) will be debited to the Card Account for each disputed transaction.
- (d) The Bank will be under no obligation to automatically issue a replacement Card to the Cardholder following its loss. Any replacement Card will be subject to a handling fee.
- (e) Without prejudice to Clause 2.2, if the Statement Balance exceeds the credit limit for the time being assigned to the Card account, the Bank reserves the right to charge an over limit fee, which will be debited to the Card Account on the Statement Date.

- (f) The current amounts or percentages of fees, charges and interest rates referred to herein are set out in the HSBC Premier Credit Card Fees and Charges. The HSBC Premier Credit Card Fees and Charges can be accessed via the HSBC's website at [www.hsbc.com.vn](http://www.hsbc.com.vn). If particular services not specified herein are required, other fees and charges are set out in the Bank's personal bank tariff for HSBC personal banking customers may apply. The Bank reserves the right to alter these terms and conditions and the HSBC Premier Credit Card Fees and Charges from time to time and may notify the Cardholder of any such alterations in any manner it thinks fit. The Cardholder will be bound by such alterations unless the Card is returned to the Bank for cancellation before the date upon which any alteration is to have effect.
- (g) Any changes on the Credit card Fees and Charges will be notified to Cardholders at least seven (07) days in advance from the effective date.

## 8.2 Late Payment Charge

If the Cardholder fails to pay the whole of the Minimum Payment Due on the Payment Due Date at the latest, a late charge as specified in the Bank's fees and charges schedule ("*the HSBC Premier Credit Card Fees and Charges*") will be debited to the Card Account on the following Statement Date.

## 8.3 Finance Charge & Interest Rate

- (a) If payment of the whole of Statement Balance is received by the Bank on or before the Payment Due Date, Cardholder shall not be required to pay for finance charge on the paid Statement Balance.
- (b) If the Cardholder fails to pay the Bank the whole of the Statement Balance on the Payment Due Date at the latest, a finance charge (as specified in the Credit card Fees and Charges) will be applied with the interest components:
- Day-end Outstanding: includes (a) to each Card Transaction (excluding cash advance which is subject to a different charging scheme) making up the Statement Balance, as well as new transactions (excluding cash advance) entered into by the Cardholder since the last Statement Date, from the transaction date and (b) to any other amounts making up the Statement Balance from the last Statement Date, until the Statement Balance is paid in full.
  - Interest: specified in the Credit Card Tariff which is effective in each time.
  - Actual Balance: The end-day balance of the Day-end Outstanding which Cardholder must pay to the Bank.



- Actual maintenance Date: The number of days having unchanged actual balance
- Interest period: from the transaction date until the day-end balance is fully paid.

**Interest Calculation Method:**

$$\text{Interest amount} = \frac{\text{Day-end Outstanding} \times \text{Number of days of maintaining the actual balance} \times \text{Interest rate}}{365}$$

The specific interest rate and adjusted interest rate (if any) for statement balance which is calculated accordingly the above method is the same at the specific interest rate and adjusted interest rate which is calculated accordingly the calculation method of current regulations.

**9. Supplementary Cards**

Should the Bank issue a Supplementary Card at the joint request of the Cardholder and Supplementary Cardholder, the Supplementary Cardholder will be bound by the terms and conditions of this Agreement and shall be liable for the use the Supplementary Card. Notwithstanding that, the Primary Cardholder shall remain liable for the use of both his/her Card and the Supplementary Card. The Bank shall have complete discretion in recovering charges incurred by the Supplementary Card from either the Primary Cardholder or the Supplementary Cardholder or both. In relation to Clause 10.1 below concerning cancellation of a Supplementary Card, the Cardholder may be liable for any payments arising from the use of the Supplementary Card until it has been returned or until the Bank is able to implement the procedures which apply to lost cards if the Cardholder (primary or supplementary) so requests. The Supplementary Cardholder shall not be liable for the use of the Card by the Primary Cardholder or the use of any other Supplementary Card by any other Supplementary Cardholder.

**10. Termination**

- 10.1 The Cardholder may terminate this Agreement at any time by written notice to the Bank accompanied by the return of the Card and any Supplementary Card ('the Supplementary Card'). Where this Agreement relates to the use of a Supplementary Card, the Cardholder or the Supplementary Cardholder ('the Supplementary Cardholder') may terminate this Agreement (insofar as it relates to the use of the Supplementary Card) by written notice to the Bank accompanied by the return of the Supplementary Card. Returned Cards shall be destroyed and witnessed by the Cardholder. The Bank shall then deactivate the Card on system within five (05) working days from the date the Bank receives the written notice from Cardholder.
- 10.2 The Bank may terminate this Agreement in concurrent with cancellation of the Card at any time with a reasonable prior notice to the Cardholder or in case where repayments

for the Card and/or for any other loans of the Cardholder at HSBC are overdue for ninety (90) days or longer.

- 10.3 The Bank may temporarily cease to provide the Card services to Cardholder including, without limitation, card payment and cash advance service, if repayments for the Card and/or for other loans of the Cardholder at HSBC are overdue. In case the repayments for the Card and/or for other loans are fully paid, subject to reasonable assessment of credit risks associated with the Cardholder, the Bank may, in its sole discretion, recover its provision of Card services to Cardholder.
- 10.4 Card Account will be closed when the Cardholder request for Card termination and the process for cancellation of a Card, Credit Account balance handling after card cancellation shall be stated on the Card Cancellation Form and may be changed from time to time. Termination of this Agreement and/or use of the Card will not relieve the Cardholder from repayment obligation for any outstanding balance of the Card Account.

## **11. Handling the dispute**

11.1 Cardholder must inform the bank immediately, in case of a dispute, via one of the below channels:

- (a) Contacting our Customer Service Hotline (operating 24/7) for Premier card at (84 28) 37247666;
- (b) Visiting any HSBC Vietnam Branches/Transaction Offices;
- (c) Submitting online dispute form

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.

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.

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 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.

**12. Suspension of card**

Cardholder agrees that the Bank has the right to suspend the Card upon receiving the Cardholder or Employer's (for HSBC credit card linked to a business) valid instructions, detecting signs of fraud, violations of laws, discovering the Card is compromised, lost or misused or is in violation of the Bank policies or other regulations.

**13. Limitation of the Bank's Liability**

The Bank shall not be liable for any delay, failure or computer processing error in providing any of the Bank's equipment or other facilities or services to the Cardholder to the extent that it is attributable to any cause beyond the Bank's reasonable control including any equipment malfunction or failure.

**14. Variation of Terms and Conditions**

The Bank reserve the right to amend the Cardholder Agreement, the General Terms And Conditions, as well as terms and conditions of other Credit Card services from time to time as it deems appropriate in its absolute discretion. Such amendments will be binding upon the Cardholder upon giving notification to the Cardholder using such means of notification as the Bank shall deem appropriate (including but not limited to display in the premises of the Bank or any of its offices or in the Statements of Credit Cards, via email or in the Bank's website or by such other methods as the Bank may decide). The use of the Card after the date upon which any changes to the Cardholder Agreement is to have effect (as specified in the Bank's notice) will constitute acceptance without reservation by the Cardholder of such changes. If the Cardholder does not accept any proposed changes, the Cardholder may cancel the Card prior to the date upon which such changes are to have effect.

**15. Personal Data**

15.1 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 Card 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 or an affiliate 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; (ii) 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 (iii) 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 (iv) for purposes of investigating, reporting, preventing or otherwise in relation to money laundering, terrorist financing and criminal activities; and/or 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 understand 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 laws or the law 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 unauthorised 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.

- 15.2 The Cardholder has the right to request access to and correction of any of the Personal Data or to request the Personal Data not to be used for direct marketing purposes. Any request may be made in writing and addressed to the Bank (Credit Card Centre), The Metropolitan, 235 Dong Khoi Street, District 1, Ho Chi Minh City, Vietnam. The Bank will comply with such requests unless the Bank may or is required to refuse to do so under the applicable law and regulations.
- 15.3 The Cardholder agrees that the Bank has the right to correct, update Cardholder's personal data as the Bank may consider necessary during capturing, archiving information on HSBC's system, without prior notice or obtain Cardholder's acceptance. Any updated information must be based upon relevant documents provided by Cardholder to the Bank before and take effective at the time the Bank completes the update.

## **16. 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 Customer. 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.

**17. Handling old Credit Card**

All Credit Card replacement circumstances including but not limited to the replacement due to damage, upgrade/downgrade, misused...Cardholders are required to destroy old cards properly when receiving the new ones. Otherwise, Cardholders are responsible for the unauthorized transactions arising on the old cards from this improper action.

**18. Connection with another Member of HSBC Group**

18.1 Where the Cardholder does not maintain an Account with the Bank and does not have Premier Relationship with the Bank but he is an HSBC Premier Customer of another member of the HSBC group (an “*HSBC member*”) and the Card is issued by the Bank to the Cardholder on that basis, the Cardholder hereby agrees to and authorizes the following:

- (a) The Bank may request the HSBC member concerned to provide it with any information relating to the Cardholder, including, without limitation, his Personal Data (collectively “*Cardholder Information*”) and the Bank may use, store and transfer (whether within or outside Vietnam) or disclose to any other parties any or such Cardholder Information so provided.
- (b) The Bank may provide any or all Cardholder Information it has to the HSBC Member concerned.
- (c) The Bank may request or instruct the HSBC Member to collect on behalf of the Bank all monies as shall be due and payable by the Cardholder under this Agreement.
- (d) The Bank may assign any monies due and payable by the Cardholder under this Agreement to the HSBC Member concerned.
- (e) To the extent permitted by the applicable laws and regulations, the Cardholder waives all such rights the Cardholder may have with respect to the assignments referred to in Clause 18.1(d) above; and

- (f) Clause 7.4 of this Agreement shall apply also to the deduction or withholding from any sum payable by the Cardholder to the Bank or any other HSBC member who has issued the Cardholder with an HSBC Premier Credit Card.

18.2 Where the Cardholder maintains an Account but does not have Premier Relationship with the Bank, and has been issued with another HSBC Premier Credit Card offered by another HSBC Member, the Cardholder hereby agrees to and authorizes the following:

- (a) The Bank may request the HSBC member concerned to provide it with any or all Cardholder Information and the Bank may use, store, transfer (whether within or outside Vietnam) or disclose to any other parties any or all such Cardholder Information so provided.
- (b) The Bank may provide any or all Cardholder Information it has to the HSBC Member concerned.
- (c) The Bank may collect on behalf of the said HSBC Member such monies due and payable by the Cardholder to the same under or in connection with the HSBC Premier Credit Card issued by that HSBC Member to the Cardholder.
- (d) The Bank may exercise its right of set-off set out in Clause 7.4 of this Agreement in respect of the assigned debts referred to in Clause 18.1(d) above.
- (e) To the extent permitted by all relevant laws and regulations, the Cardholder waives all rights he may have against and in relation to the assignments of debts referred to in Clause 14.1(d) above, and the Bank's exercise of its right of set-off against such assignment debts; and
- (f) Clause 7.1 of this Agreement shall apply also to the deduction or withholding from any sum payable by the Cardholder to the Bank or any other HSBC Member who has issued the Cardholder with an HSBC Premier Credit Card.
- (g) Clause 18.1 and 18.2 equally apply to Supplementary Cards issued by the Bank and another HSBC Member.

## **19. General Provisions**

### 19.1 Card is the Bank's property

Card is the property of the Bank which will not be transferable and will be returned to the Bank immediately by the Cardholder upon the Bank's request.

19.2 Changes of Cardholder's information

The Cardholder will notify the Bank promptly in writing of any changes in employment as well as address of working place, or residential address or other contact information.

19.3 Recording verbal instructions or communications

In the course of providing credit card services, the Bank may need to record verbal instructions received from the Cardholder and/ or any verbal communication between the Cardholder and the Bank in relation to such services.

19.4 Card Account related documents

The Bank reserves the right to destroy any documents relating to the Card Account after microfilming the same.

19.5 Notices

Any notice given the Bank hereunder will be deemed to have been received by the Cardholder within three (03) days of posting to the Cardholder's address last notified to the Bank.

19.6 Gambling or other illegal transactions

The Card shall not be used for payment of any gambling or other transaction which is illegal under any applicable laws and the Bank reserves the right to decline processing or paying any Card Transaction which it suspects to be a gambling or other transaction which is illegal. In the event that the Bank suspects, believes or otherwise has knowledge that and Card Transaction effected is for the purpose of or is otherwise related to gambling or a transaction which is illegal under any applicable or relevant laws, the Bank reserves the right to reverse or cancel that Card Transaction.

19.7 Delivery of Card and PINs

The Cardholder agree that the Card, Personal Identification Numbers (PINs) shall be, at the bank's own discretion delivered to the Cardholders via post or any delivery manners that the Bank may consider conformable.

19.8 Validity of Credit Card

The Bank issues a Credit Card with its validity of 4 years since the issuance date. Supplementary Card will have the same validity period with Primary Card. With respect to Vietnamese Cardholders, if the Bank does not receive any Card cancellation request within thirty (30) days prior to the Card expiry date indicated on the Card, the Bank will automatically renew the Card. With respect to foreign Cardholders, provision on

automatic renewal of card shall not apply and the Cardholder must request the Bank in writing for renewal of Card. In order for the Bank to accept the card renewal, beside other conditions applied by the Bank from time to time (for example income verification), foreign Cardholders must comply with local regulations on residence in Vietnam.

In addition, irrespective of the nationality of the Cardholder, the Bank has the right to close / not renew the Card in the following circumstances:

- If the validity of the Card has less than twenty-four (24) months remaining and the Card does not have any transactions in the last twelve (12) consecutive months, the Card will not be renewed at the Card's expiry date.
- If the validity of the Card has twenty-four (24) months or more remaining and the Card does not have any transactions in the last twenty four (24) consecutive months, the Card will be closed upon twenty four (24) months of inactivity, irrespective of the Card's expiry date.

#### 19.9 Governing law

- (a) The use of Credit Card is governed by this Agreement and the Premier Master Account Terms and Conditions which is available at [www.hsbc.com.vn](http://www.hsbc.com.vn) or at HSBC's branches.
- (b) This Agreement will be governed by and construed in accordance with the laws of Vietnam. This Agreement is made into Vietnamese and English. In case of discrepancies between the English and Vietnamese versions, Vietnamese version shall prevail.

*Note: In this Agreement and any associated documents, any reference to "HSBC" or the "Bank" includes any office of HSBC Bank (Vietnam) Ltd. and their successors.*