# 3D Secure Service Terms and Conditions

*(Effective from 08/12/2020)*

These Terms and Conditions ("Terms and Conditions") explain your responsibilities and obligations relating to your use of the 3D Secure service (the "Service") as provided by HSBC Bank (Vietnam) Ltd (also referred as "We", "HSBC"). By using the Service, you acknowledge that you have read and understood these Terms and you agree to be bound by them

## 1. Definitions

The terms used in these Terms and Conditions are defined as below:

"**Card**" or "**Cards**" means the Visa credit/Master credit card/Visa debit card/-is issued by HSBC that are associated with the One-Time Password for the Service

"**You**", "**You**r" and "**Yours**" refer to you – cardholder, HSBC's customer.

## 2. Applicable terms

2.1    These Terms together with the General Terms and Conditions of which the HSBC Credit Cardholder Agreement/HSBC Credit Card Terms and Conditions/HSBC Debit Card Terms and Condition will form a Card Agreement between you and HSBC's.

2.2    If there is any conflict among these Terms and other applicable terms and conditions, these Terms will (in relation to your use of the Service) will be prevail.

## 3. Transaction authentication

3.1    When making an online purchase at 3D Secure merchants and base on the risk assessment of HSBC policy, a One-Time Password (OTP) will be sent to you by HSBC immediately and you are required to enter the One-Time Password for authentication within 3 minutes before the merchant accepts your Card as payment for the aforesaid transactions.

3.2    If you are unable to provide your OTP or if the authentication through 3D Secure service otherwise fails, the merchant will not accept your Card payment for that transaction. HSBC will not be liable for any merchant's refusal to accept your Cards for the payment, whatever the reasons shall be.

3.3    OTP means the unique alphanumeric 6-digits code that is only valid for a single transaction when you perform online transactions or other form where 3D Secure service is used.

3.4    OTP will be sent separately to the Primary Credit Cardholder and Supplementary Cardholders on each card transaction

## 4. Personal Information

You must provide information that HSBC reasonably requests to enable HSBC to provide the Service. If you do not provide the information at HSBC's requests, HSBC may not be able to provide the Service to you. You must ensure that information you provide to HSBC in relation to the Service is true, complete and up-to-date at all times

## 5. Card Security

5.1     You are solely responsible for maintaining the confidentiality of your OTP and other verification information established by you with HSBC for the use of the Service, and all activities that occur using your OTP or other verification information supplied to or established by you with HSBC for use of the Service. You agree not to transfer or sell your use of, or access of the Service from HSBC to any third party.

5.2     You agree to immediately notify HSBC for any lost or stolen Card(s) and/or for any unauthorized use of your One-Time Password or other verification information, or any other breach of security.

## 6. Unauthorized transaction liability

You are liable under these Terms for loss if you have:

a) acted fraudulently;

b) delayed in notifying HSBC as soon as reasonably practicable after having discovered the loss or unauthorized use of your Card;

c) voluntarily disclosed the OTP to another person;

## 7. Termination

7.1     Card Cancellation will terminate these Terms and Conditions.

7.2     HSBC reserves the right to at any time suspend or terminate the Service with prior notice where we consider necessary to do so, for example, to protect you when there is a suspected breach of security, or we need to suspend the Service for maintenance.

7.3     The Bank shall have the right to terminate these Terms and Conditions at any time with a reasonable prior notice to the Cardholder.

## 8. Terms & Condition modification

8.1 We reserve the right to change these Terms at any time, and you agree to be bound by all changes we make after we give you notice for these changes.

8.2 We may use any of the following modes to communicate notice of change in relation to these terms and the Service to you:
   a. Individual notice to you (whether by written notice or via electronic means) sent to your latest address/ email address as maintained in HSBC's records;
   b. Notice on HSBC's website(s); or
   c. Display at HSBC's business premises;
   d. Where such notices shall be deemed to be effective on after its posting/delivery/publication/display as per the manner described herein

8.3 The use of the Card after the date upon which any changes to the Terms 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.

## 9. General

9.1 Waiver

   a. A waiver by HSBC of any provision of these Terms will not be effective unless given in writing, and then it will be effective only to the extent that it is expressly stated to be given.
   b. A failure, delay or indulgence by HSBC in exercising any power or right will not operate as a waiver of that power or right. A single exercise or partial exercise of any power or right by HSBC does not preclude further exercises of that power or right or the exercise of any other power or right.
   c. HSBC's rights and remedies under these Terms are cumulative and do not exclude other rights and remedies provided by law.

9.2 Governing Law and Jurisdiction: The Service and these Terms are governed by and must be construed in accordance with the laws of Vietnam. This Terms is made into Vietnamese and English. In case of discrepancies between the English and Vietnamese versions, Vietnamese version shall prevail.

Any matters not covered by these Terms and Conditions will be governed by the General Terms and Conditions, the Cardholder Agreement, other relevant terms and conditions of the Bank.