



CREDIT CARD CARDHOLDER AGREEMENT

(This Agreement takes effective from 02/12/2024)

1. Scope of Application:

1.1. The Credit Card Cardholder Agreement ("**Agreement**") is applicable to Credit Cards issued by HSBC Bank (Vietnam) Limited (the "**Bank**", "**HSBC**") for individual, including:

1.1.1. HSBC Live+/Visa Platinum Cashback Online Credit Card

1.1.2. HSBC Cash Back Credit Card

1.1.3. HSBC LiveFree Credit Card

1.1.4. HSBC TravelOne Credit Card

1.1.5. HSBC Premier World Mastercard Credit Card

1.1.6. Or other Cards issued by HSBC.

The above types of Credit Cards are collectively referred to as "**Cards**", "**Credit Cards**". The person who is granted a Credit Card is referred to as the "**Cardholder**" with name of Cardholder is shown on Card.

1.2. Depending on segment or tier of the Customer: Premier Customer, Payroll Customer, Personal Banking Customer ("**Customer Tier**"), Agreement is an integral part of the General Terms and Conditions or Premier Master Account Terms and Conditions, depending on segment or tier of the Customer; The General Terms and Conditions or Premier Master Account Terms and Conditions together with this Agreement constitute a complete agreement and explanation for the Services provided by the Bank to the Customer.

1.3. Depending on Customer Tier, definitions or terms not mentioned in this Agreement shall be read and construed in accordance with the General Terms and Conditions or Premier Master Account Terms and Conditions.

1.4. Depending on Customer Tier, in the event of any conflict or discrepancy between any provision of this Agreement and the terms of any other agreement on services, products, business relationship, Card or other agreement between the Customer and HSBC or The General Terms and Conditions, then the issuance, usage of the Card specified in this Agreement shall prevail.

2. Date and Term of the Agreement:



- 2.1. Date of Agreement is the Card issuance date, and it is mentioned in the Card Information Sheet.
- 2.2. The Agreement is effective from the date of issuance of the Card and valid until the Bank or the Cardholder requests the termination of this Agreement. The Bank will notify Customer on Card issuance via Card Information Sheet. Card Information sheet, information of Credit limit and Card issuance date is attached when the Card is delivered and expires when the use of the Card is terminated by at least one of the parties. Credit extension term shall correspond to term of the Agreement.

3. General Rights & Responsibilities of Cardholder

- 3.1. The Cardholder acknowledges that by registering for the issuance of the Card and being approved by the Bank means that the Cardholder accepts and is bound by this Credit Card Agreement.
- 3.2. HSBC Credit Card Application Form (submitted directly to HSBC or online at www.hsbc.com.vn, extracted and saved by the Customer) together with this Agreement and The General Terms and Conditions or Premier Master Account Terms and Conditions (depending on Customer Tier) (and any amendments and supplements thereto) together with the Credit limit and Card Information Sheet attached when the card is delivered and HSBC Credit Card Delivery Receipt (if any) and any other agreements between Cardholder and the Bank, shall together constitute a complete agreement and explanation for the Services provided by the Bank to the Customer (the "**Agreement**"). Agreement number is the Card number of Customer, and it is mentioned in Card.
- 3.3. The Client confirms that the Bank has provided, explained in detail, in full the Agreement, The General Terms and Conditions or Premier Master Account Terms and Conditions (depending on Customer Tier) to the Client for research and that the Client has understood and agreed to all the information in the Agreement, The General Terms and Conditions or Premier Master Account Terms and Conditions and other matters relating to the Bank's services.
- 3.4. For safety and security in the use of Card and avoidance of loss, damage if Card is stolen or its information is disclosed; 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. In the event that the Card and/or PIN number is lost, stolen or misused, upon discovery the Cardholder must immediately notify the Bank via the only accepted channel and within the period specified in this Agreement and The General Terms and Conditions or Premier Master Account Terms and Conditions (depending on Customer Tier).
- 3.5. Cardholder shall 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.

- 3.6. Scope and purpose of using Card: 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.
- 3.7. The Cardholder agrees that the Bank, in its knowledge, has the right to revoke, terminate or cancel the validity of the Credit Card in the following cases:
 - 3.7.1. It is not a genuine card;
 - 3.7.2. The Card is illegally used;
 - 3.7.3. The Bank has reasonable grounds to believe that Customer uses false or impersonated documents to request issuing the Card or uses the Card for fraudulent purposes, fraud or other illegal activities and any other scenarios in accordance with the regulations;
 - 3.7.4. To facilitate investigation of and dealing with crime in accordance with laws;
 - 3.7.5. As information provided in Clause 12 of this Agreement.
 - 3.7.6. Other cases specified in this Agreement, General Terms and Conditions or Premier Master Account Terms and Conditions (if any)
- 3.8. The Cardholder agrees to provide sufficient, accurate and timely necessary information and documents at the request of the Bank and other authorities in accordance with the regulation when requesting the issuance of the Card and during the Card usage. The Cardholder is responsible for the accuracy and truthfulness of the information, documents provided by the Cardholder.
- 3.9. The Cardholder complied with his/her rights and responsibilities related to the Card in accordance with the General Terms and Conditions or Premier Master Account Terms and Conditions (depending on Customer Tier), the Agreement, other documents or agreements between the Bank and Cardholder (as supplemented, amended from time to time) and in accordance with the provisions of the regulations of Vietnam.

4. Credit Limit

- 4.1. Each Card is assigned a credit limit that applies to both purchase and cash advance transactions (“the **Card Transaction**”). Cash advance transactions may be subject to a cash limit which is equal to or less than the credit limit. The limit of oversea cash withdrawal is specified at the Bank’s website: www.hsbc.com.vn.
 - 4.1.1. For information on the Credit Limit of the Card, Cardholder can refer to Credit limit and Card Information sheet attached to the Card when the Card is delivered



and/or your monthly Card statement or limit information of the respective card number displayed on your HSBC Internet Banking / HSBC Mobile Banking App. The Bank reserves the right to authorize any Card Transaction or cash advance transaction in excess of the granted Credit Limit

- 4.1.2. Subject to the result of its credit risk assessment of Cardholder or the Card Account, the Bank shall reduce or increase the Credit Limits and notify the Cardholder of this change in such manner as the Bank deems appropriate. The Cardholder's continued use of the Card after the Bank's announcement is construed as the Cardholder's agreement to the new Credit Limit. In the event that the Customer does not agree to any change in the Credit Limit, the Customer has the right to terminate the use of the Card by notifying the Bank through the communication channels as specified in the General Terms and Conditions or Premier Master Account Terms and Conditions (depending on Customer Tier).
- 4.2. The Cardholder may, at any time, send a request to the Bank to review of his/her assigned credit limit. Subject to the Cardholder's request and the results of a reasonable assessment of the credit risks related to the Credit Card account and the information obtained by the Bank, the Bank has the sole right to approve or reject the Cardholder's request for adjustment of the Credit Limit
 - 4.2.1. In case of approving the adjustment of the Cardholder's limit, the Bank has the full right to grant a new limit that the Bank deems appropriate.
 - 4.2.2. In case the Bank refuses to adjust the limit, the Bank does not need to notify the Cardholder of the reason for the refusal.
 - 4.2.3. The change of this Credit Limit will be reasonably notified by the Bank to the Cardholder in such form as the Bank deems appropriate from time to time. The Cardholder's continued use of the Card after the Bank's announcement is construed as the Cardholder's agreement to the new Credit Limit.
 - 4.2.4. In the event that the Cardholder does not agree to any change in the Credit Limit, the Cardholder has the right to terminate the use of the Credit Card by notifying the Bank's communication channels specified in the General Terms and Conditions or Premier Master Account Terms and Conditions (depending on Customer Tier).
- 4.3. Where the granted Credit Limit has been exceeded, the Cardholder must immediately pay the amount in excess of that limit even if there is no request for payment from the Bank. If the Cardholder fails to immediately pay the excess amount, the Bank reserves the right to suspend the Cardholder's use of the Card until the credit limit is no longer exceeded. 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.



5. Cash Advance Transactions and Card Transactions

- 5.1. Cash advance transactions will include all cash withdrawals from the Card Account, including but not limited to cash withdrawals from any source of funds previously transferred or debited to the Card Account. Cash advances will be subject to a cash advance fee for each ATM withdrawal or other form of cash withdrawal. The Cardholder agrees to pay fee and finance charge for each cash advance from the time the cash advance is made until all cash advances are paid in full; cash withdrawal fees and finance charge are specified in the Personal Banking Tariff or Premier Tariff (depending on Customer Tier).
- 5.2. The Bank is not responsible for any refusal by the merchant for any goods or services provided to the Cardholder in any way. The Cardholder's complaint against the merchant shall not relieve the Cardholder from its obligations to the Bank under this Agreement. The establishment, change or termination of direct debit authorization requirements for any recurring payments shall be credited to the Card Account by the merchant. The Bank will not establish, change or terminate any agreement in the event of a dispute between the Cardholder and the merchant.
- 5.3. Card transactions will only be reflected on the Credit Card Statement when information about these transactions is sent to the Bank from the acquiring banks, 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.
- 5.4. The Bank shall reject any Card Transaction if the Bank suspects or has information to consider such Card Transaction is not used for proper purposes or not in compliance with the Vietnamese laws.

6. Card Benefits

From time to time, the Bank may introduce to Cardholders new Products/Services that are governed by the specific terms for such Products/Services and in the event of any conflict between such specific terms and this Agreement, the specific terms for such Products/Services will be applied.

6.1. Card Instalment Plan

6.1.1. HSBC Credit Card Instalment Plan Programme at HSBC preferred merchants or at merchants of Cardholder's choice.

6.1.2. HSBC Credit Card Cash Instalment Plan Programme.

6.1.3. HSBC Credit Card Balance Conversion Plan Programme

Hereinafter collectively referred to as the "**Card Installment Program**".



Any installment transaction made by Credit Card shall be governed by the specific terms of the Card Installment Program and in the event of any conflict between such specific terms and this Agreement, the specific terms of the Card Installment Program shall apply.

6.2. ATM Services

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 other forms, the use of such facility will be subject to HSBC Debit Card Terms And Conditions, which is listed on the Bank's website in www.hsbc.com.vn and at all of the Bank's branches/transaction offices.

6.3. Telephone Banking

The use of services provided through HSBC Phone Banking is governed by the **Telephone Banking Terms and Conditions** which are posted on the Bank's website at www.hsbc.com.vn and at all of the Bank's branches/transaction offices.

6.4. 3D Secure Card Transaction Authentication Service:

By making online transactions at the website using the 3D Secure Transaction Authentication Service, the Cardholder agrees to the 3D Secure Service Terms and Conditions. The 3D Secure Service Terms and Conditions, published by the Bank at www.hsbc.com.vn and at all Branches/Transaction Offices of the Bank. The 3D Secure Service Terms and Conditions are an integral part of this Agreement.

7. **Card or PIN is lost, stolen, or misused:**

7.1. In the event that the Card and/or PIN number is lost, stolen or misused (collectively referred to as the "misused card"), upon discovery the Cardholder must immediately notify the Bank via the only accepted channel, which is the Bank's 24/24 Customer Service hotline. Details are as follows:

- **Personal Banking customers:** (84 28) 37 247 247 (the South) or (84 24) 62 707 707 (the North); or
- **HSBC Cash Back, Live+ and TravelOne Credit Card holders (24/7):** (84 28) 37 247 248;
- **Premier customers (24/7):** (84 28) 37 247 666.

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.

7.2. 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.

- 7.3. 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.

8. Transaction Statement

- 8.1. 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.
- 8.2. The Cardholder should notify the Bank in writing with 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.

- 8.3. 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 email to Cardholder's registered email address or SMS to Cardholder's registered mobile phone number**. In any event, the Bank, at its sole discretion, may send printed or paper-based Statement Balance whenever it deems necessary.

9. Credit Card Payments

9.1. Methods and deadline of Credit Card payments:

9.1.1 The card can be paid using the following methods:

- (a) Cash deposit at HSBC branches/transaction offices;
- (b) Request an automatic debit from a Current Account opened at HSBC;
- (c) Transfer from a Current Account opened at HSBC or from another bank;
- (d) Any other form of payment is updated by the Bank on HSBC's homepage at www.hsbc.com.vn

9.1.2 Card payment term: The Cardholder must pay at least the Minimum Payment Due or more to the Bank on or before Payment Due Date stated in the monthly Statement.

9.2. All fund transfers except for Cash-back rewards from HSBC Promotions and/or Rewards Programme 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.

9.3. 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, collection fees or related legal fees; and lastly, the outstanding principal amount of the Transactions and other fees. Bank can consider changing this payment order from time to time and notify the Cardholder of this change in such manner as the Bank deems appropriate. The Cardholder's continued use of the Card after the Bank's announcement is construed as the Cardholder's agreement to the new payment order. In the event that the Customer does not agree to any change in the payment order, the Customer has the right to terminate the use of the Card by notifying the Bank through the communication channels as specified in the General Terms and Conditions or Premier Master Account Terms and Conditions (depending on Customer Tier).

9.4. All Card Transactions and Credit Transactions made in currencies other than Vietnam Dong will be credited to the Card Account after being converted to Vietnam Dong. The conversion into Vietnam Dong will be determined at a currency exchange rate adopted



by Card Associations (Visa/Mastercard). These transactions are subject to the administration fee for overseas transactions as prescribed by the Bank and any other transaction fee(s) payable by the Bank to the Card Associations (Visa/Mastercard), if any.

- 9.5. If the provisions of the law require the Cardholder to make any of the above deductions Line of Credit or withholding from any amount payable by the Cardholder to the Bank under this Agreement, the Cardholder shall be obliged to comply with such law. The Cardholder will be responsible for paying the deducted or withheld amount to the relevant regulatory bodies within the specified time and the Cardholder will reimburse the Bank for all damages if the Cardholder fails to make this payment. The obligations specified in this Article do not affect the Cardholder's payment obligation for the outstanding balance on the Card Account.
- 9.6. 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.
- 9.7. Unless otherwise specified by the Bank, all outstanding balances in the Card Account together with any amounts of the Card Transaction that have not been paid into the Card Account shall be immediately due and payable in full to the Bank upon termination of this Agreement or upon the Cardholder is declared dead or dead. The Bank may hire a third party to recover outstanding balances. The Cardholder or the Cardholder's heirs will be responsible for paying any outstanding balance into the Card Account (including but not limited to any regular payments, whether charged or debited to the Card Account under any agreement authorized or established prior to the date of termination of this Agreement or before the Cardholder is declared dead or dead 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).
- 9.8. The Cardholder's registration for recurring transactions by Credit Card with other merchants and service providers that the Cardholder has previously entered into, including, but not limited to, automatic payment of the Annual Fee, will continue even if the Card is locked. Therefore, the Cardholder must directly contact these merchants and service providers to terminate these recurring transactions. The Bank is not responsible for blocking the transaction if these recurring transactions are successfully credited to the Card.



- 9.9. 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.
- 9.10. Cardholder may request for an auto debit service via which the monthly payment (Minimum Payment Due or Statement Balance as defined on the monthly Statement) 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.
- 9.11. The payment should be made and credited to the Card Account on or before the Payment Due Date. Any payment received by the Bank to the Card Account after Payment Due Date shall be considered as late payment and it may cause the Cardholder's credit history to be adversely affected and therefore negatively impact Cardholder's credit applications in the future. Any payment made and credited to the Card Account before the point of time when the Statement is issued that shall reduce the existing outstanding balance (if any) but not be considered as the card payment of this Statement.
- 9.12. 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.

10. Fees and Interest

10.1. General fees

10.1.1 The Cardholder agrees to pay to the Bank the Card Issuance Fee immediately after the Card is issued and the annual fee for maintaining the Card (Annual Fee) is collected after the end of each year of use of the Card. These fees are specified in the Personal Banking Tariff or Premier Tariff (depending on Customer Tier) and will be debited to the Card Account when due and are non-refundable. In the event that the Cardholder is required to pay an Annual Fee, this fee will be collected annually. The Card Issuance Fee shall be applied even when the Card has not been activated, and the Annual Fee is posted yearly in the Credit Statement of the month which is as same as the Card issuing month.

10.1.2 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).

10.1.3 In case the Customer requests to receive copies of transaction receipts, the Bank will charge a fee. The Bank will apply a Sales slip retrieval fee in the event that an error in the transaction is caused by the Cardholder. These fees are specified in the Personal Banking Tariff or Premier Tariff (depending on Customer Tier) and will be debited to the Card Account for each transaction.

10.1.4 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.

10.1.5 Without prejudice to terms of Credit limit, if the Ending Balance exceeds the Credit Limit granted to the Card Account that point in time, the Bank reserves the right to charge a over limit fee, which will be charged to the Card Account on the Statement Date.

10.1.6 The amount or percentage of fees, interest rates and other kinds of fees and charges applied for Card is set forth in the Personal Banking Tariff or Premier Tariff (depending on Customer Tier). If the Cardholder requires the provision of other specific services that are not specified in this Agreement, other fees and charges specified in the Personal Banking Tariff or Premier Tariff (depending on Customer Tier) may apply. The Personal Banking Tariff, Premier Tariff are posted on the Bank's website at www.hsbc.com.vn and Branches/Transaction Offices of the Bank.

10.2 Late payment fee:

If the Cardholder fails to pay the full Minimum Payment to the Bank by the Payment Due Date at the latest, a late payment fee specified in the Bank's Personal Banking Tariff or Premier Tariff (depending on Customer Tier) will be applied to the Card Account on the next Statement Date.

10.3. Interest & Interest rate

10.3.1 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.

10.3.2 If the Cardholder fails to pay the Bank the whole of the Statement Balance on or before the Payment Due Date, a finance charge (as specified in the Personal Banking Tariff or Premier Tariff, depending on Customer Tier), without prior notice, will be applied even Cardholder has paid the Minimum Payment Due in full. The Finance Charge will be calculated as the following method:



$$\frac{\text{Day End Balance} \times \text{Interest rate per annum}}{365}$$

$$\text{Daily Interest} =$$

Day End Balance: including (i) amount of 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 Card Account since the last Statement Date, from the transaction date and (ii) any other amounts making up the Statement Balance from the last Statement Date, until the Statement Balance is paid in full.

Interest rate: is calculated at the interest rate per annum as specified in the Personal Banking Tariff or Premier Tariff (depending on Customer Tier) at the time being effective.

The financial charge will be accrued daily and be calculated from the transaction date to the date Day End Balance paid in full.

Adjusted Interest Rate:

The Cardholder and the Bank hereby agree that Interest, specified in the Personal Banking Tariff or Premier Tariff (depending on Customer Tier), can be changed depend on the market factors. The specific adjusted interest rate (if any) will be reflected in the updated Personal Banking Tariff or Premier Tariff (depending on Customer Tier).

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.

- 10.4. The Bank will notify the Cardholder of the payment of the fee to continue using the service in the manner specified in this Agreement at least 07 Working Days before the expiry date of the Agreement.

11. 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 recover charges incurred by the Supplementary Card from either the Primary Cardholder or the Supplementary Cardholder or both. In the event of 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

12. Termination, outstanding balance's payment, handling on available credit balance on the closed Card Account

- 12.1. 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. 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.
- 12.2. 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.
- 12.3. 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.
- 12.4. Card Account will be closed when the Cardholder or the Bank requests for Card termination. 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.
- 12.5. Refund on available credit balance on Card Account:

When the Bank confirmed the successful Card Account cancellation, the available credit balance on this Card Account will be handled as:

- 12.5.1 If Cardholder has own current/ saving accounts at the Bank: Cardholder can request the Bank to credit the available credit balance on Card Account to the current/ saving account.



12.5.2 If Cardholder doesn't have current/ saving accounts at the Bank: Cardholder should visit the Bank's Branch/ Transaction Office to withdraw in cash.

13. Handling complaints and tracing requests

13.1. Cardholder must inform the Bank immediately, in case of a dispute, via one of the below channels:

13.1.1 Contact the Bank's Customer Service Department operating 24/7 for dispute transaction and complaints:

- (a) **Personal Banking customers:** (84 28) 37 247 247 (the South) or (84 24) 62 707 707 (the North); or
- (b) **HSBC Cash Back, Live+ and TravelOne Credit Card holders (24/7):** (84 28) 37 247 248;
- (c) **Premier customers (24/7):** (84 28) 37 247 666.

13.1.2 Visiting any HSBC Viet Nam Branch/Transaction Office

13.1.3 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.

13.2. 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.

Moreover, according to the rule of Visa and Master Card Associations, the Cardholder will also be fully liable for any new transaction(s) occurred on Card Account of which are confirmed by Visa/ Master 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.

13.3. The results of the investigation will be advised to the cardholder within 60 days from the dispute transaction date ("**Transaction Dispute's Resolution Period**")

13.3.1 During the Transaction Dispute's Resolution Period, the Bank will notify the result to Customer ("**Notification Date**"). Within the maximum of 05 working days from the Notification Date, the Bank will base on result of the investigation decided by or card issuer or Card Association to make or not to make a refund to the Customer.



13.3.2 In the event the Transaction Dispute's Resolution Period expires and the causes or fault of any parties remain unidentified, the Bank and Cardholder shall, within the next 15 working days, will notify the Customer of the extension of Transaction Dispute's Resolution Period and the extension period should not exceed 60 days. If the extension period expires but the causes or fault of any parties is still not determined, within the next 15 working days, the Bank discuss with the Customer to agree for a solution.

13.4. 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 to the State Bank of Vietnam (Department of Payment, State Bank of Vietnam), 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 are no criminal factors and notify the Bank of the same, 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, the Bank shall discuss to agree with Cardholder for a solution.

14. Suspend the Card Account, suspend Card Account transactions

Cardholder agrees that the Bank has the right to suspend the Card Account or suspend the Card transactions in the following cases:

- 14.1. The Bank receives the Cardholder's request;
- 14.2. signs of fraud, violations of laws are detected;
- 14.3. The Bank discover the Card information is compromised, is lost or used for improper purposes;
- 14.4. Cardholder violates the Bank's policies;
- 14.5. The Bank has information that the Cardholder is dead, is declared dead or missing.
- 14.6. At the request of authority or the regulation;
- 14.7. The Cardholder fails to update or supplement the identity document in case the Cardholder's identity document gets expired. In this case, the Bank has the right to suspend Card of Card transaction before the Cardholder's identify document gets expired.

15. Limitation of Bank Obligations

The Bank shall not be liable for any delay, failure, or computer processing error in the provision of any Banking equipment or other facilities or services to the Cardholder to the extent that such delay, breach or such computer processing error is beyond the Bank's reasonable control or due to a Force Majeure Event.



The Bank shall not be liable for any delay, failure or computer processing error in the provision of any Banking equipment, utilities or or other facilities or services to the Cardholder to the extent that the delay does not arise from the Bank's fault.

16. Amendments to terms and conditions

The Bank has the right to amend and supplement the Agreement. Such amendments and supplements will take effect immediately after the Bank announces them on the Bank's official website and publicizes them in the form of listing at HSBC's head office and business locations. The Cardholder's continued use of products and services immediately after the amendments and supplements of the Agreement take effect (specified in the Bank's notice) will be considered as the Cardholder's agreement of such amendments and supplements. In case the does not agree to any amendment or supplement of the Agreement, the Cardholder has the right to terminate the use of the Bank's products and services by notifying the Bank's information channels specified in the General Terms and Conditions or Premier Master Account Terms and Conditions (depending on Customer Tier).

17. Handling old Cards

All Credit Card replacement circumstances including but not limited 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. General Terms:

18.1. The card is the property of the Bank

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.

18.2. Change 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.

18.3. Record verbal instructions or information

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.

18.4. Documents related to Card Account

The Bank reserves the right to destroy documents related to the Card Account after taking a scan of such documents.



18.5. 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.

18.6. Gambling games 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.

18.7. Transfer of Card and Personal Password (PIN number)

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.

18.8. Usage period of the Card

18.8.1 The Bank shall issue a physical Card with a period of five (05) years from the date of issuance to ensure the quality of the Card. The usage period shall be printed on the Card. For Cardholders with Vietnamese nationality, if the Bank does not receive any notice of suspension of use of the Card within thirty (30) days before the expiry date stated on the Card, The Bank will automatically reissue the new physical Card to replace the Card which is going to expire (called **"Physical Card Replacement On Card Usage Period"**) with prior notice sent to the Cardholder.

18.8.2 The Customer's continued use of products and services immediately after the Card is replaced will be considered as the Customer's approval for the renewal of the Contract and the approval of the new usage period of the Card. In case the Customer does not approve Physical Card Replacement On Card Usage Period, the Customer has the right to terminate the use of the Bank's Card by notifying the Bank's information channels specified in the General Terms and Conditions or Premier Master Account Terms and Conditions (depending on Customer Tier). The Customer may be required to pay a fee due to the Bank if the Physical Card has been issued but then the Customer requests to terminate the Agreement.

18.8.3 For the Cardholder with foreign nationality, the Cardholder must send an extension request to the Bank. In order for the Bank to approve the Card renewal request, in addition to other conditions that the Bank may apply from time to



time (e.g. proof of income), the Cardholder with foreign nationality must comply with the regulations on residence in Vietnam.

18.8.4 In addition, regardless of the nationality of the Cardholder, the Bank has the right to close or not renew the Card in some of the following situations:

- (a) If the usage period of the Card is less than twenty-four (24) months and the Card has no transactions within twelve (12) consecutive months, the Card will not be renewed on the expiry date.
- (b) If the usage period of the Card is more than twenty-four (24) months and the Card has no transactions within twenty-four (24) consecutive months, the Card will be closed, regardless of the expiration date of the Card.

18.9. Card Replacement

The Cardholder agrees that, depending on the Bank's policies and regulations from time to time or to protect the interests of customers, the Bank may change the existing Card class to the new Card class and/or have the right to change the physical Card for the Cardholder. The Bank will notify the change of physical Card (if any) to the Cardholder by one of the methods of contact agreed by the Bank and the Cardholder specified in this Agreement.

18.10. The Bank has the following rights and obligations:

18.10.1 Inspect and supervise the use of credit extensions by Card and the Card payment by Customers as prescribed in the laws;

- (a) Check and monitor Card use and Card payment by Customers, ensuring the ability to collect principal, interest and fees in full and on time as agreed, and Card use for intended purposes for credit extensions by Card as prescribed in this Agreement, the laws, and other documents signed or agreed by the Bank and Customers
- (b) The right to request customers to report the use of credit extensions by Card and provide documents and data proving that credit extensions by Card are used for intended purposes.

18.10.2 The Bank and Customers shall comply with the rights and obligations, responsibilities in relation to Card in accordance with this Agreement and other documents, agreements between the Bank and Customer (as supplemented or amended from time to time) and in accordance with the Vietnamese laws.

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