



## HSBC DEBIT CARD TERMS AND CONDITIONS

HSBC Debit Card Terms and Conditions applies to HSBC Debit Card and HSBC Visa Platinum Debit Card (“**Terms and Conditions**”) stipulate and explain the Customer's responsibilities and obligations in relation to the use of Debit Card Transaction(s) of HSBC Bank (Vietnam) Limited (“HSBC”, the “Bank”) issued to Debit Cardholders (“**Cardholder**”). The Terms and Conditions are effective from July 1, 2024.

### List Of Definitions

**Debit Card** (or **Visa Debit Card**), **Card**: It is a Card issued by a Bank affiliated with International Card Associations. The Debit Card can be used to pay for purchases of goods and services directly or online, withdraw money at ATMs, and swipe cards with POS machines in many countries around the world.

The Debit Card is directly linked to the Customer's Current Account, and the Customer may use the Debit Card to withdraw, make payments and transfer funds within the amount of funds currently in the Customer's Transactional Account. The Debit Card does not have the feature of spending now, pay later or installments.

**Cardholder** or **Customer** is the holder of Debit Card.

**Cardholder's Account** shall mean any account nominated by the Cardholder in respect of the Debit Card.

**CVV2** is a security code used in online transactions, consisting of 3 digits and it is printed directly on the reverse of the Card.

**Card Transaction(s)** means any activity on the Cardholder's Account(s). Card Transaction(s) includes cash withdrawals at ATMs, cash deposits at the Bank's multi-function ATMs, payments at card acceptance points, or purchases at existing online transaction portals registered with Visa Card Associations (“Visa”) or other transactions on the Cardholder's Account(s).

**Personal Identification Number or PIN** means the number issued by the Bank to the Customer for using services at ATMs.

**Legally Valid Data Message** are requests, information, and data sent to the Bank by one or more of the following methods:

- Call our Contact Center through a recorded call;
- Fill out the request forms provided at the Bank's Branches/Transaction Offices;
- The electronic application form is posted on the Bank's website
- Secured messages via Online Banking.

Definitions or terms not mentioned in these Terms and Conditions shall be read and interpreted in accordance with the General Terms and Conditions or the Premier Master Account Terms And Conditions.

## **I. Cardholder's General Responsibilities**

1. The Cardholder must sign the Debit Card immediately upon receipt. The Cardholder must safeguard the Card and not permit any other person to use it and protect the Card from being misused.
2. The Cardholder will be responsible for all transactions effected by use of the Debit Card, whether actually performed or authorized by the Cardholder or not.
3. The 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 purpose.
4. The Cardholder agrees that the Bank, to the best of its knowledge, has the right to seize or cancel the Debit Card in the following situations:
  - If it is a fake or replicate card;
  - If the Debit Card is illegally used;
  - To facilitate investigation of any potential or suspected crime in accordance with law;
  - If the Card is used for payment of any transactions including: (i) gambling, betting or/and (ii) other transaction which is illegal under any applicable laws or/and (iii) other transactions that the Bank reserves the right to reverse or cancel that Card Transaction(s).
5. The Cardholder agrees that, in the event that the Bank suspects or/and has grounds to believe or has knowledge of the card being misused for, but not limited to: (i) gambling, betting or/and (ii) other transactions which are illegal under any applicable laws or/and (iii) other transactions that the Bank has the right to refuse to process or pay, the Bank reserves the right to reverse or cancel the Card Transaction(s).
6. The PIN firstly issued by the Bank as well as any other PIN subsequently changed by the Cardholder must be kept strictly confidential. PINs should not be disclosed to any third party under any circumstances or by any means whether voluntarily or otherwise. The Cardholder should not keep any written record of any PIN in any place or manner, which may enable a third party to use the Debit Card.
7. The Cardholder's Account will be debited with the amount of any withdrawal, transfer, payment and/or other transactions effected by use of the Debit Card. The Cardholder should maintain sufficient funds in the Cardholder's Account for payment of such transactions. The Cardholder shall not be entitled to make any transactions of which the amount exceeds the current balance of the Cardholder's Account or exceeds the overdraft limit (if any) as agreed by the Bank.

## **II. Loss, Theft, Leaked Information or Misuse of Card or PIN**

1. The Cardholder must immediately notify the Bank in the following cases:
  - a. In the event that the Card and/or PIN is lost, stolen, disclosed or misused
  - b. Cardholder knows or suspects that Card information or Card Password or CVV2 has been disclosed or illegally used(above cases jointly referred to as “**Misused Card**”)
2. The Cardholder must report the Misused Card to the Bank immediately by calling the Banks’s Contact Center at (84 28) 37 247 247 (in the South) or (84 24) 62 707 707 (in the North) or (84 28) 37 247 666 for HSBC Premier Platinum Cardholders. Additionally, the Cardholder is required to officially confirm such notice in writing or by Legally Valid Data Message to the Bank. Any notification by the Cardholder outside of this channel is invalid and the Cardholder shall be fully liable for loss and shall be liable to compensate for loss caused by Misused Card.
3. 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; including all fees and total transaction value of the Card Transactions performed by the Misused Card (if any) before the Bank provides confirmation.
4. 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, except all scenarios listed in item IV.6
5. Where the Cardholder requests for replacement of the Misused Card, the Bank shall debit Cardholder’s Account the cost incurred for replacement of Debit Card. Replacement fee shall be applied following the Personal Banking Tariff or HSBC Premier Tariff.

## **III. Expiry date and how to use the Card**

1. The Debit Card is and will be at all times the property of the Bank. The Bank, subject to its due diligence, will withdraw the Debit Card and/or any of the Services offered at any time and will inform the Cardholder of such withdrawal in the methods that the Bank considers appropriate when the Cardholder does not comply with any provisions in item I.3, I.4 and I.5.
2. The Bank issues a Debit Card with its validity of five (05) years from the time of the issuance date. The Debit Card is valid up to the last day of the month/year indicated on the Card. If the Bank does not receive any request from the Cardholder within sixty (60) days prior to the Card expiry date, the Bank will automatically renew the



Card.

3. HSBC Debit card is issued based on the Debit Card Request Form/Debit card Application Form from the customer via one of below methods:
  - a. HSBC Debit Card Application Form/ Debit Card Request Form being filled and submitted directly at HSBC's Branches/Transaction Offices during HSBC's Branches/Transaction Offices operating period (operating Monday to Friday - except public holidays, from 8:00 AM to 5:00 PM).
  - b. Applying online at any time at, or any registration links at: [www.hsbc.com.vn](http://www.hsbc.com.vn); this method is provided depend on availability from time to time.
  - c. Apply any time via HSBC Vietnam App; this method is provided depend on availability from time to time.
4. The Foreigner Cardholder will be requested by the Bank to submit supporting documents to prove the allowed staying period at Vietnam following prevailing regulations to open new Card or renew Card. Should there be no sufficient documents submitted to the Bank according to the method as the Bank's request, the Bank would not open a new Card or renew the Card and the Card will be cancelled on the announced date.
5. Foreigner holding HSBC Debit Card can submit the required supporting documents to show the residence permission in Vietnam following the prevailing regulations. Documents submission methods include:
  - a. at HSBC Branches/ Transaction Offices; or/and
  - b. other methods as notified by the Bank to Cardholder from time to time .The information and documents received by the Bank via the instructed method are considered as valid for the Debit Card renewal purpose.
6. Renewal of a Debit Card can only be processed if the Debit Card is active and all accounts linked to the Card are active. If the Debit Card is blocked and/or any of the account linked to it is inactive, such Card will not be renewed. If the Cardholder would like to continue to use the Card, he/she must visit an HSBC branch or transaction office to activate the account(s), or apply for a new Card.
7. As a security feature, the Debit Card will be ready for use once it is activated. In order to activate the Debit Card, the Cardholder is required to follow instructions attached with the card at the time of issuance.
8. The Debit Card is accepted at HSBC' Group Automated Teller Machines ("ATM") and at ATMs of other banks worldwide, which are members of the VISA ATM network. Use of Debit Card at other ATMs shall not be accepted and the Cardholder shall be fully responsible for such use of Debit Card.

9. Cash deposited at the Bank's Multi-function ATMs by use of the Debit Card will only be credited to the Cardholder's Account upon the Cardholder's confirmation at the Multi-function ATM that the deposited amount is correct. The Bank shall have no responsibility to resolve any claim of the Cardholder with respect to any difference of deposited amount if the Cardholder has confirmed at the Multi-function ATM that the deposited amount is correct. Cash deposit by use of Debit Card at any other ATMs which are not the Bank's Multi-function ATMs shall not be accepted and the Cardholder shall be fully responsible for such transaction.
10. The Debit Card will be accepted only at the merchant having an electronic point of sale swipe terminal (POS). Any usage of the Debit Card for purchases other than through an electronic point of sale swipe terminal shall not be accepted and the Cardholder shall be responsible for such transaction. The Cardholder may apply to turn on/off transaction at the merchant having an electronic point of sales swipe terminal (POS) outside of Vietnam jurisdiction by sending Card service request to the Bank through prevailing channels accepted by the Bank. This service request will be performed within five (05) working days from the day the Bank receives the Cardholder's service request.
11. The Debit Card will be accepted only at online payment gates which have been registered for online transactions with VISA. Any usage of the Debit Card at other online payment gates shall not be accepted and the Cardholder shall be responsible for such transactions. The Cardholder may apply to turn on/off transaction at online payment gates by sending Card service request to the Bank through prevailing channels accepted by the Bank. This service request will be performed within five (05) working days from the day the Bank receives the Cardholder's service request.
12. The Cardholder may apply for SMS Alert Service for transactions on Debit Card and it's linked account when performing Card Transaction(s). The Cardholder's SMS Alert Service request will be performed within five (05) working days from the day the Bank receives the Cardholder's service request.
13. There is a Registration Fee for SMS Alert Service, which specified in the Personal Banking Tariff or HSBC Premier Tariff. This service will be registered and charged annually and shall be collected by deducting the relevant amount on the Cardholder's Account in the month of the Card is issued and is not refundable. This annual registration fee will still be applied even if the Cardholder's Account is classified "Dormant Account" or "Unclaimed Account". If the Bank is unable to collect this service fee within one (01) week from the charge date, the Bank will automatically suppress the service. In case of Debit card cancelation, this Service will also automatically suppressed.
14. The Bank shall not be responsible for the circumstances where Cardholder does not receive the message due to invalid or incorrect telephone number registered with the Bank or due to technical issue of SMS service providers, or otherwise which is not

due to the Bank's fault.

15. The Cardholder may use the Debit Card to withdraw money from the Cardholder's Account, or to make payments at online payment gates, or to make purchases at electronic point of sale swipe terminals. To the extent permitted by laws, if the withdrawal and/or settled currency differs from the currency of Cardholder's Account, the Bank will apply an exchange rate between the two currencies for conversion, an administration fee, and any transaction fees charged by Visa Card Associations to the Bank. The applicable exchange rate will be the prevailing exchange rate set by HSBC at the time of the withdrawal and/or settlement. The Cardholder may obtain the current "Administration fees applied for foreign currency transactions" tariff from the Personal Banking Tariff or HSBC Premier Tariff which is available at [www.hsbc.com.vn](http://www.hsbc.com.vn).
16. Cash withdrawals at HSBC Group/VISA ATMs or payments at online payment gates or purchases at electronic point of sale swipe terminals performed by Cardholder in Vietnam or overseas will be subject to relevant fees as provided in the Personal Banking Tariff or HSBC Premier Tariff.
17. A purchase from a Debit Card and a subsequent credit due to return or cancellation of goods/services are two separate transactions. The refund, less any fee of return or cancellation (if applicable), will only be credited to the Cardholder's accounts when the Bank receives it from the relevant merchant establishment unit or from online payment gates registered with Visa Card Associations.
18. In case of Debit Cards linked to multiple Accounts, transactions at merchant establishments or at online payment gates registered with Visa Card Associations will be effected by debit to the Primary Account. Primary Account shall mean, in case of multiple Accounts linked to the Debit Card, the Account that has been designated as being the main/first Account of operation i.e. the Account from which purchase transactions, charges and fees related to the Debit card are debited. In case this Account has insufficient funds to honour such transactions, HSBC will honour the transactions by debiting the linked Accounts which are the same type with Primary Account. If linked Accounts are not the same type with Primary Account, HSBC will not honour the transactions even if the necessary funds are available cumulatively or separately in the other Linked Accounts.
19. If the Primary Account linked to the card is closed, the card will immediately become invalid regardless its expiry date.
20. The Bank will not be liable for any failure to provide any service or to perform any obligation hereunder where such failure is attributable (whether directly or indirectly) to any dispute or other circumstance beyond its control. The Bank will not be liable for any consequential or indirect damages arising from or related to the use of the Debit Card or the ATM, including any dispute case related to transaction

from Merchant/Acquiring Bank for the excessive amount at an ATM, except where such damages are due to the Bank's negligence or misconduct. The Cardholder's Account will be debited with such charges as the Bank may from time to time consider reasonable in respect of the Debit Card provided that a reasonable notice of such charges is given to the Cardholder. The Bank will block the Cardholder's Account when there is a disputed transaction from Merchant/Acquiring Bank/ Visa Card Associations and unblock the amount accordingly on the Cardholder's Account once the results are received from the Merchant/Acquiring Bank/ Visa Card Associations.

21. The Bank accepts no responsibility for the refusal of any merchant establishment or at any online payment gates registered with VISA to honour the Card, except where such refusal is due to the Bank's fault (such as technical issues). 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 Cardholder's 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 or online payment gates registered with VISA.
22. The Debit Card is only issued to Cardholder's Account. The name on the card is the name of Cardholder's Account opened at the Bank. The Bank does not issue supplementary Debit Card.
23. For joint accounts, Debit Card will be issued on the joint account if the signing instruction of the joint account is "either to sign". The name on cards is the name of each joint account holder opened at the Bank.
24. The Cardholder agrees that the Bank has the right to block the Debit Card in case the Bank detects that the Card is likely to be exploited, lost, have information disclosed or used for improper purposes.

#### **IV. Handling the dispute**

1. The Cardholder must inform the Bank immediately via one of below channels below if there is dispute by:
  - a. Calling the Bank's Contact Center at (84 28) 37 247 247 (in the South) or (84 24) 62 707 707 (in the North) or (84 28) 37 247 666 for HSBC Premier Platinum.
  - b. Visiting an HSBC Branch/Transaction Office in Vietnam

- c. Submitting an online dispute request at the Bank's public website.
2. For disputed transactions, the Cardholder must complete the Bank's Card Purchase Transaction Dispute Form. The Bank must receive this completed form within 07 days of the date of the disputed transaction in order to investigate. The results of the investigation will be advised to the cardholder within 60 days from the date on the completed Card Purchase Transaction Dispute Form. If the cardholder fails to submit the completed form within this time frame, the Bank is not obliged to investigate and the cardholder will be fully liable for the transaction.
3. The Cardholder should notify the Bank in writing form provided 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. Moreover, according to the rule of Visa Card Associations, the Cardholder will also be fully liable for any new transaction(s) occurred on Card Account of which are confirmed by Visa 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.
4. The retrieval fee for the photocopy of sales slips and the dispute investigation fee subject to Cardholder's fault will be debited to the Cardholder's Account for each disputed transaction as specified in the Personal Banking Tariff or HSBC Premier Tariff.
5. If the investigation confirms that the Cardholder is responsible, the Bank reserves the right to debit the delayed payment, interest and fees incurred during the investigation period.
6. The Cardholder is responsible for paying the amount of the disputed Card transaction and fees related to the investigation period if the transaction is the Cardholder's fault or the Bank is unable to assist you to collect the disputed amount through Visa Card Associations including but not limited to the following:
  - a. The Bank does not have the right to investigate/complain as prescribed by the Visa Card Associations.
  - b. According to the Visa Card Associations' s rule, when the dispute is brought to the Visa Card Associations' s Arbitration and the dispute is lost based on Cardholder's information/confirmation during the investigation period.
7. 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, except in the following cases:

- a. If the Cardholder intentionally performs fraudulent transactions using the Card;
- b. If fraud occurs due to Cardholder's negligence, Cardholder lent or transferred the Card, Card is used as mortgage, illegal loan pledge and other usage violations;
- c. If the Cardholder refuses to cooperate as the Bank reasonably requests in the investigation of damages caused by fraudulent use of the Card, without good cause
- d. If the Cardholder confirms wrong information during the Card being abused or refuse to block Card during the investigation and tracing process, resulting in fraudulent transactions occurring afterwards.

## **V. Old Card Process**

In all cases of Card replacement including but not limited to cases such as replacing Card due to damage, upgrading/downgrading Card, losing Card, Card being abused... Cardholder must cancel the old Card when receiving the new Card and take responsible for any misused transactions arising on the old Card due to failure to cancel the Card.

## **VI. Other General Terms**

1. **3D Secure Service:** By making an online purchase at 3D Secure merchants, Cardholder accept and agree with 3D Secure Service Terms and Conditions. 3D Secure Service Terms and Conditions is published by the Bank at <https://www.hsbc.com.vn/> and publicly listed at all Branches/Transaction Offices of the Bank. 3D Secure Service Terms and Conditions is an inseparable part of this Terms and Conditions.
2. **Additions and amendments:** The Bank reserves the right to amend the HSBC Debit Card Terms and Conditions. Such amendments and supplements will take effect immediately after the Bank announces it on the Bank's official website and is publicly posted at HSBC's headquarters and business locations.. Use of the Debit Card after the date upon which any change to these terms and conditions is to have effect (as specified in the Bank's notice) will constitute acceptance without reservation by the Cardholder of such change. If the Cardholder does not accept any amendments or additions to these Terms and Conditions, the Customer has the right to terminate the use of the Bank's Products and Services by notifying the Bank's information receiving channels specified in the General Terms and Conditions.
3. Any notice hereunder sent by post will be deemed to have been received by the Cardholder within three (03) days of posting to the address last notified in writing to the Bank by the Cardholder. Publication of change by such means as the Bank may consider appropriate will constitute effective notice to the Cardholder thereof.

4. **The Card is the property of the Bank:** The Card is the property of the Bank and will not be transferred. The Cardholder must immediately return the Card to the Bank upon the Bank's request.
5. The Bank's record of transactions processed with respect to the use of the Debit Card will be conclusive and binding for all purposes.
6. Depending on the Customer's segment, use of the Debit Card will be governed by these Terms and Conditions and the General Terms And Conditions or Premier Master Account Terms And Conditions. In the event of any conflict or discrepancy between any provision of these Terms and Conditions and the General Terms And Conditions or Premier Master Account Terms and Conditions, these Terms and Conditions shall prevail.
7. These terms and conditions shall be governed by and construed in accordance with the laws of Vietnam. These terms and conditions are made in English and Vietnamese. In case of discrepancies between the English and Vietnamese versions, the Vietnamese version shall prevail.
8. HSBC Debit Card Terms And Conditions is integral part of the General Terms and Conditions of the Bank/ Premier Master Account Terms And Conditions, and Tariff issued by the Bank and the updated/amended versions from time to time and together forms a complete agreement and understanding of the Services provided by the Bank to Customer, all rights and obligations of both Customers and the Bank in relation to the Services provided. By activating/using the card, the Cardholder clearly understands and agrees to the complete agreement and understanding of Services provided by the Bank to the Customer, all rights and obligations of both Customers and the Bank in relation to the Services provided.
9. The Cardholder confirms that the Bank has provided and explained in full details about Debit Card Terms and Conditions, General Terms and Conditions /Premier Master Account Terms and Conditions and Personal Banking Tariff (HSBC Premier Tariff) and other provisions to Cardholder and the Cardholder has fully understood and agreed to all information about Debit Card Terms and Conditions, General Terms and Conditions /Premier Master Account Terms and Conditions and Personal Banking Tariff (HSBC Premier Tariff) and other matters related to the services of the Bank.