



TERMS AND CONDITIONS OF HSBC LIVE+ CREDIT CARD

The HSBC Live+ Credit Card Terms and Conditions (the "**Terms and Conditions**") set forth and explain the Customer's responsibilities and obligations in relation to the use of HSBC Live+ Credit Card services (the "**Card**") issued by HSBC Bank Limited (Vietnam) (the "**Bank**", "**HSBC**") to HSBC Live+ Credit Card Cardholders ("**Cardholders**"). These Terms and Conditions are effective from 02/07/2024

Categories of definitions

Eligible Transactions are personal spending transactions made domestically and/or abroad (including online transactions). Eligible Transactions made by the Primary and Secondary Cardholders, will be credited to the Primary Cardholder's Credit Card Account.

The Cashback Rate is the percentage used to calculate the Cashback Amount. The Cashback Rate is set out for each specific Spending Category and will be updated in detail in the Addendum – Cashback Rates and Limits ("Appendix") to these Terms and Conditions.

The MCC is set by the Card Issuers (Visa/Mastercard). The Merchant and the Merchant's Bank may apply for a Category Code at their discretion but must conform to the Category Code specified by the Card Issuer. The Bank will not be responsible in the event that the MCC registered with the Issuer is defective, inconsistent with the Spending Categories or in the event that the Issuer and/or the Merchant and/or the Merchant's bank changes the Category Code without notifying the Bank.

Definitions or terms not mentioned in these Terms and Conditions shall be read and construed in accordance with the General Terms and Conditions, Credit Card Cardholder Agreement.

1. Card Features

- a. When using the Card, the Cardholder will be entitled to the Cashback Amount calculated based on the following factors: (i) Eligible Transaction credited to the Cardholder's Credit Card Account, and (ii) the Cashback Rate specified by the Bank from time to time.
- b. The following transactions are not considered Eligible Transactions and will not be refunded:
 - Cash withdrawals.
 - Fees and interest (including but not limited to interest, late payment fees, issuance fees, annual fees);
 - Balance Conversion Plan Programme.
 - Instalment Plan Programme.
 - Balance transfer.
 - Transactions related to securities and foreign exchange trading activities.



TERMS AND CONDITIONS OF HSBC LIVE+ CREDIT CARD

- Transactions related to money transfer activities on websites (including but not limited to websites PayPal, SKR skrill.com).
 - Transactions involving prepaid card top-ups.
 - Cash-like transactions (quasi-cash transactions) include transactions related to money orders, traveler's checks, games, betting, lotteries.
 - Foreign currency conversion transactions (including but not limited to transactions on Forex.com).
 - E-wallet transactions (including but not limited to transactions on VTC Pay, Zalo Pay, Ngan Luong Online, Ngan Luong-Alepay, Momo Wallet, VN Pay).
 - Online Bill Payment transactions on Internet Banking and HSBC Mobile Banking app.
 - Online casino-related transactions (MCC 7801).
 - Transactions involving court costs, including alimony and child support (MCC 9211).
 - Transactions related to tents and awnings (MCC 5998).
 - Transactions related to financial institutions, debt settlement (MCC 6012); and
 - Other transactions are regulated by the Bank from time to time.
2. For any Eligible Transactions recorded in the Credit Card Account but voided, refunded, or cancelled, the Cashback Amount corresponding to such transactions will also be forfeited. In the event that the Cancelled Refund Amount is greater than the existing Accumulated Refund Amount, the Accumulated Refund Amount will be negatively deducted and will be deducted when the Refund Amount of new Eligible Transactions is incurred.
 3. The deduction amount will be calculated according to the Cashback Rate at the time of deduction. For clarity, the Cashback Rate at the time of deduction may differ from the Cashback Rate applied when calculating the original Cashback Amount.
 4. Details of the Spending Categories and the corresponding Cashback Rate, as well as the promotions are regulated and updated in the Appendix attached to these Terms and Conditions.
 5. The Cashback amount will be automatically credited to the Cardholder's Credit Card Account on the next business day after the statement date. Details of the Credited Cashback Amount will be shown on the next Statement. The Cashback Amount may be used to offset the future purchases or deduct once the Cashback Amount is negative, but cannot be transferred, cashed or offset against the Card payment amount.



TERMS AND CONDITIONS OF HSBC LIVE+ CREDIT CARD

6. The Cashback amount cannot be transferred from one Credit Card Account to another Credit Card Account of the same Customer or between different Customers; or from one type of Card to another of the same Customer or between different Customers.
7. The Cardholder's Credit Card Account must be in good condition, the Card must not be closed, not in a late payment condition, not suspended or not cancelled at the Bank's discretion at the time the Cashback Amount is credited. In the event that the Credit Card Account is not in good condition for any reason before the Cashback Amount is credited to the Credit Card Account, the Bank reserves the right not to credit the Cashback Amount.
8. The refund amount will be forfeited in the following cases:
 - a. Purchases are successfully converted into installments.
 - b. Purchases are canceled or refunded.
 - c. Transactions are not considered Eligible Transactions.
9. All available Refunds will be immediately cancelled in the following cases:
 - a. The card is closed voluntarily or involuntarily.
 - b. The card is canceled.
 - c. There is any fraud and abuse in connection with the Refund Amount; or
 - d. The Cardholder is in breach of any of the terms and conditions in the HSBC Card Acceptance Form.
10. The Bank reserves the right to change the Spending Categories, Cashback Rate as well as change or cancel the promotions, change any of the provisions of these Terms and Conditions after notifying the Cardholder. The latest update of these Terms and Conditions is posted on the Bank's website.
11. Regulations on Eligible Payroll Transactions:
 - a. The content of the remittance is related to "salary";
 - b. The salary transfer account of the remittance person is the company account;
 - c. The salary amount received into the Payment Account is at least as prescribed by the Bank from time to time and recorded on the Bank's system;
 - d. The date and time of the transactions will be based on the information stored on HSBC's system;
 - e. The message notifying you that the transaction has been made is invalid confirming that a transaction from the Current Account has been successfully recorded into HSBC's system;
 - f. Eligible Payroll Transactions will be counted for consideration for the offer. HSBC reserves the right to request the Account Holder to provide valid documents and information from the Account



TERMS AND CONDITIONS OF HSBC LIVE+ CREDIT CARD

Holder regarding the Eligible Transfer Salary, including legal financial invoices to prove that the transaction in which the Account Holder has transferred the salary to the Current Account is the Eligible Salary Transfer. If the Account Holder refuses to provide the above information or documents or HSBC verifies that the transaction made to the Payment Account is not a Eligible Payroll Transactions, HSBC reserves the right to disqualify such transaction;

- g. Eligible Payroll Transactions to Payment Account during the Promotion Period includes successful payroll transactions to HSBC Payment Account as shown on the Account Holder's monthly statement.
- 12. In the event of any change to the regulations, laws or directives of any State Department related to these Terms and Conditions, the Bank will change, cancel or amend the Terms and Conditions to be in accordance with the provisions of law.
- 13. Any taxes, or other obligations or fees and charges payable to any government or other entity that may arise from the Cashback Amount will be borne by the Cardholder.
- 14. When the Cardholder uses the Card (including the activation of the Card), it means that the Cardholder has accepted and is bound by these Terms and Conditions as well as the terms and conditions set out in the General Terms and Conditions, the Credit Card Cardholder Agreement.
- 15. The Bank reserves the right to amend and supplement these Terms and Conditions. Such amendments and supplements will take effect immediately after the Bank announces on the Bank's official website. The Customer's continued use of the Products and Services immediately after the amendments and supplements of these Terms and Conditions take effect (as specified in the Bank's notice) will be considered as the Customer's acceptance of such amendments and supplements. In case the Customer does not agree to any amendment or supplement of these Terms and Conditions, the Customer has the right to terminate the use of the Card by notifying the Bank's via channels specified in the General Terms and Conditions.

**TERMS AND CONDITIONS
OF HSBC LIVE+ CREDIT CARD**

Addendum:

Table 1: Cashback rates and limits

Spending Categories	Category Code	Cashback Rate	Maximum Cashback Amount ⁽²⁾
Payment transactions for Food & Beverage	Food and Beverage Categories: 5812, 5813, 5814. Shopping Items: 5137, 5262, 5311, 5399, 5611, 5621, 5651, 5655, 5661, 5691, 5948, 5977.	<ul style="list-style-type: none"> • 6% • Extra 2% cashback (8% cashback in total) in case Cardholder has a Eligible Payroll Transfer Transaction ⁽¹⁾ 	VND 200,000 /month
Payment transactions for Entertainment	Entertainment Category: 4899, 5735, 5815, 5817, 5818, 7829, 7832, 7841.	1%	Unlimited
Other	-	0.3%	

1. Applicable to eligible payroll transactions recorded in HSBC's system from the beginning of the 1st day to the end of the last day of the first month. The eligible payroll transactions will be calculated according to the Bank's current regulations. Cardholders will be entitled to an additional cashback rate for spending in the category of "Dining and Shopping Transactions" no later than the beginning of the 7th working day of the 2nd month until the end of the 6th working day of the 3rd month (counting from the month in which the Cardholder has a eligible payroll transactions recorded in HSBC's system). The additional Cashback Rate will be applied continuously if the Cardholder has a eligible payroll transactions recorded in HSBC's system in the following months.



TERMS AND CONDITIONS OF HSBC LIVE+ CREDIT CARD

2. The maximum refund limit (if applicable) is calculated on a monthly basis from the first day of the month to the last day of the calendar month and not according to the statement cycle.

Example:

Case A:

Customer A receives salary in August 2024. Thus, September 11, 2024 is the 7th working day of the 2nd month (because September 2 is a public holiday). Therefore, when customers make spending transactions under the category "Payment transactions for the Food and Beverage category":

- Before 11/09/2024: enjoy a 6% cashback rate.
- From 11/09/2024 to 08/10/2024: enjoy 8% Cashback Rate.

If the Cardholder has a payroll transaction recorded in HSBC's system in the following months, the additional 8% Cashback Rate will be applied continuously.

Case B:

Customer B receives salary in 09/2024. Thus, 09/10/2024 is the 7th working day of the 2nd month. Therefore, when the Customer makes a spending transaction in the category "Payment transaction for the Food and Beverage category"

- Before 09/10/2024: enjoy 6% Cashback Rate.
- From 09/10/2024 to 08/11/2024: enjoy 8% Cashback Rate.

If Customer B subsequently does not have a payroll transaction recorded in HSBC's system in November 2024, the additional 8% Cashback Rate will be applied until the end of 10/12/2024. From December 11, 2025, the standard cashback rate of 6% will be applied.

Case C:

Customer C receives salary in 01/2025. Thus, February 13, 2025 is the 7th working day of the 2nd month (because it is expected that January 29 to February 4 is the Lunar New Year). Therefore, when customers make spending transactions under the category "Payment transactions for the Food and Beverage category":



TERMS AND CONDITIONS OF HSBC LIVE+ CREDIT CARD

- Before 13/02/2025: enjoy 6% Cashback Rate.
- From 13/02/2025 to 10/03/2025: enjoy 8% Cashback Rate.

If the Cardholder has an Eligible Payroll Transactions recorded in HSBC's system in the following months, the additional 8% Cashback Rate will be applied continuously.