

**In these terms and conditions, “Debit Card” shall mean any debit card issued to the Cardholder by HSBC (the “Bank”). “Cardholder’s Account” shall mean any account nominated by the Cardholder in respect of the Debit Card.**

1. The Debit Card (or the “Card”) is and will be at all times the property of the Bank. The Bank reserves the right to withdraw, at its discretion, the Debit Card and/or any of the services offered at any time and will inform the Cardholder of such withdrawal if it deems necessary or as required by laws.
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 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.
4. The Personal Identification Number (“PIN”) shall be issued to the Cardholder for use of the Debit Card. 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.
5. 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.
6. In case of loss, theft or misuse of the Debit Card and/or PIN (jointly referred to as “misused card”), the Cardholder must report to the Bank immediately by calling the Bank’s Customer Service Hotline at (84 28) 37 247 666 for HSBC Premier Platinum Cardholders. Additionally, the Cardholder is required to officially confirm such notice in writing or by lawful data message to the Bank.
  - (b) 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;

- (c) 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.

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 current tariff of the Bank.

7. 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. The Foreigner Cardholder will be requested by the Bank to submit supporting documents to prove the allowed staying period at Vietnam following prevailing regulations. Should there be no sufficient documents submitted by the Card expiry date indicated on the Card or on the Bank's notification – whichever comes sooner - (the Bank may, at its sole discretion, choose, vary and determine any way that it considers appropriate to send to notification), the Bank would not renew the Card and the Card will be cancelled accordingly.

The Foreigner Cardholder could submit the required supporting documents following the prevailing regulations at HSBC Branches/ Transaction Offices or from customer's registered email address with the Bank to the Bank's email address (which the Bank may, at its sole discretion, choose, vary and determine any way that it considers appropriate to send to notification). Those information and documents which are sent by above email method is considered as valid for the Debit Card renewal/ replacement purpose.

8. 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.
9. 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.
10. 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.

11. 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.
12. 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
13. 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.
14. The Cardholder may apply for SMS Notification Service for Debit Card transactions such as cash withdrawal at ATMs (Clause 10), cash deposit at Multi-function ATMs (Clause 11), payments at merchant establishments (Clause 12), or purchase transactions via online payment gates registered with VISA (Clause 13). The Cardholder's SMS Notification service requests will be performed within five (05) working days from the day the Bank receives the Cardholder's service request.

Notice: There is a SMS Notification service fee named "Annual Fee" (\*), which specified in the Personal Banking Tariff, applies. This service fee (\*) shall be applied 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 service 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

- The Bank shall not 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 International 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 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 Bank's prevailing 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.
  18. In case of Debit Cards linked to multiple Accounts, transactions at merchant establishments or at online payment gates registered with VISA 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, 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.

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. Handling disputes

The Cardholder must inform the Bank immediately via one of two (2) channels below if there is dispute by:

- (i) Calling the Bank's Customer Service Hotline at (84 28) 37 247 666 for HSBC Premier Platinum
- (ii) Visiting an HSBC Branch/Transaction Office in Vietnam

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.

Notice: 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.

23. The retrieval fee for the photocopy of sales slips and the dispute investigation fee subject to Cardholder's fault (as specified in the Debit Card Fees and Charges) will be debited to the Cardholder's Account for each disputed transaction.
24. 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.
25. 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.
26. 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 Cardholder 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 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; 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 (ii) 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 (iii) 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 law or the laws 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 unauthorized 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.

27. Cardholder agrees that the Bank has the right to block the Debit Card in case the Bank finds that card is compromised, lost or misused.
28. The Bank reserves the right to amend the HSBC Debit Card Terms and Conditions, the General Terms and Conditions, as well as terms and conditions of other Debit Card services and the transaction limit from time to time as it deems appropriate in its absolute discretion. Such amendments will take effect upon the Bank giving notification to the Cardholder (unless otherwise advised in the notification) 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 Accounts or in the Bank's website or by such other method as the Bank may decide). 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 proposed change, the Debit Card must be returned to the Bank prior to the date upon which such change is to have effect.
29. 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.
30. If more than one person and/or entity signs the Debit Card application forms and agrees to be bound by these terms and conditions, the obligation and liabilities of such persons hereunder will be joint and several and, as the context may require, words herein denoting the singular only will be deemed to include the plural. Any notice hereunder to any one such person and/or entity will be deemed effective notification to all such persons and/or entities.
31. The Bank's record of transactions processed with respect to the use of the Debit Card will be conclusive and binding for all purposes.
32. Capitalised terms used in these terms and conditions shall have the same meaning as provided in the General Terms And Conditions (which can be found at [www.hsbc.com.vn](http://www.hsbc.com.vn) or at any branches or transaction offices of the Bank); or in the Premier Master Account Terms & Conditions applicable for Premier customers.
33. The use of Debit Card shall be governed by these Terms and Conditions and the General Terms And Conditions of the Bank or the Premier Master Account Terms & Conditions applicable for Premier customers. In case of any inconsistency between these terms and conditions and the General Terms And Conditions or the Premier Master Account Terms & Conditions applicable for Premier customers, these Terms and Conditions

shall prevail.

34. 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.

*Note: In these terms and conditions and any associated documents, any reference to “HSBC” or the “Bank” includes the head office, transaction office of HSBC Bank (Vietnam) Ltd. and their successors*