



## TERMS AND CONDITIONS

### INSTALLMENT AT MERCHANTS OF YOUR CHOICE

### WITH HSBC CREDIT CARD

This document provides terms and conditions applicable for the Installment Plan At Merchants Of Your Choice With HSBC Credit Card (“**The Programme**”) of HSBC Bank (Vietnam) Ltd. (“**the Bank**” or “**HSBC**”) (Hereinafter referred to as the “**T&C**”). This T&C is published publicly on the Bank’s website and takes effect from **29<sup>th</sup> September 2023**.

#### 1. CONTENTS OF THE PROGRAMME

- 1.1. The Programme provides customers with an opportunity to settle their payments for the purchase of goods and services using HSBC Credit Cards in installments, regardless of the merchant and subject to certain terms and conditions provided in this T&C.
- 1.2. The Programme shall be applicable for customers owning (an) HSBC Credit Card(s) (“**Cardholders**”) issued by the Bank, except:
  - a. Cardholders of HSBC Business Credit Card;
  - b. Credit Cardholders who are late in payment of any fees, card balances or outstanding loan to HSBC or other banks at the time HSBC is considering Cardholder’s application for the The Programme;
  - c. The Credit Card is blocked/ closed.
- 1.3. “**HSBC Credit Cards**” prescribed in Article 1.2 include:
  - a. HSBC Premier World MasterCard® Credit Card
  - b. HSBC TravelOne MasterCard
  - c. HSBC Visa Platinum Credit Card
  - d. HSBC Visa Gold Credit Card
  - e. HSBC Visa Classic Credit Card
  - f. Other type of credit cards decided by the Bank from time to time.
- 1.4. The Programme provides customers with four (4) options of different installment tenor (“**Installment Tenor**”) and applicable installment conversion fee (“**Conversion Fee**”), including:
  - a. **Option 1:** tenor of three (3) months.

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- b. **Option 2:** tenor of six (6) months.
- c. **Option 3:** tenor of nine (9) months.
- d. **Option 4:** tenor of twelve (12) months.

*(Hereinafter referred to as “**Installment Option**”)*

- 1.5. Only one Installment Option will be applied for each Qualified Transaction and Cardholders cannot request to change the Installment Option after it has been successfully registered in accordance with the Bank’s policy.
- 1.6. The Installment interest rate and Conversion Fee applied for each customer group is available in Personal Banking Tariff (applicable to Personal Banking customers) and HSBC Premier Tariff (applicable to Premier customers) posted in HSBC’s public website and is subject to change by HSBC from time to time.
- 1.7. The applicable Installment Interest Rate and Installment Conversion Fee are determined at the time the Bank processes the application for HSBC’s Credit Card Installment Plan and shall not be refundable in any circumstances. The Installment interest rate and Installment Conversion Fee are on the total value of the Qualified Transaction which is successfully converted into an installment plan, and will be charged upon approval of the application. This fee along with the first Monthly Installment Amount will be shown in the following Credit Card Statement issued after successful conversion and will be requested to Cardholders to pay fully.
- 1.8. The Qualified Transaction amount which is accepted by the Bank to be paid in installments shall be divided into equal installments and monthly debited, along with installment interest arising in the month (if any), from the relevant Credit Card Account in 3, 6, 9 or 12 consecutive months depending on the selected Installment Option (the “**Monthly Installment Amount**”).
- 1.9. The Monthly Installment Amount shall be posted as a regular transaction in monthly Credit Card statement on the statement date. This Monthly Installment Amount shall form part of the total minimum payment due on each statement of Credit Card and Cardholder is required to pay in full. If the Cardholder fails to make full repayment of the statement balance specified in the Credit Card statement on or before the payment due date, the Cardholder shall pay the finance charge on all outstanding balance on the Credit Card Account pursuant to the relevant HSBC Credit Card Cardholder Agreement governing the use of the Credit Card Account.
- 1.10. The Monthly Installment Amount cannot be changed once the Qualified Transaction(s) is/are converted successfully and the Conversion Fee shall not be refunded in any circumstances.
- 1.11. HSBC will hold the credit limit of the Credit Card Account with an amount equivalent to the Qualified Transactions amount, conversion fee plus interest (if any) payable by the Cardholder to HSBC. HSBC will proportionally reduce the credit limit amount of the Credit Card Account every month after HSBC successfully debits the Credit Card Account with the installment amount due until the Qualified Transaction amount and installment interest (if any) is fully settled.

- 1.12. The Qualified Transaction applied for The Programme is considered as a normal transaction, therefore, if Credit Card Account has any interest charges and/or fees applied, interest charges and fees may still occur until the Qualified Transaction successfully is converted into installment plan recorded on HSBC's system.
- 1.13. Payments made in excess of the outstanding debit amount of the credit card will not automatically be net off against Monthly Installment Amount and therefore will not result in prepayment of the Monthly Installment Amount.
- 1.14. Currency used in The Programme amount shall be denominated in Vietnam Dong. Transactions carried out in foreign currency will be processed based on converted amount in Vietnam Dong in the Credit Card Statement. The relevant HSBC Credit Card Cardholder Agreement will apply for currency conversions (if necessary).
- 1.15. HSBC Reward Points/ Cash Back will not be awarded for the transactions converted to installment.

## **2. ELIGIBILITY**

### **2.1. Transactions eligible for The Programme shall include transactions:**

- a. which are payment transactions for the purchase of goods or services made via HSBC Credit Cards by either primary or supplementary Cardholders with minimum amount of each transaction of VND 2,000,000; and
- b. Transactions reflected on your latest HSBC Credit Card Statement; or transactions are posted on HSBC system and not yet billed in the Credit Card Statement
- c. Do not belong to the group of exceptional circumstances provided by Articles 2.2 and 2.3 below.

(referred to as “**Qualified Transactions**”)

### **2.2. Qualified Transactions not include:**

- a. card activation transactions, transfers, cash withdrawals (including but not limited to cash advance transactions at counters, ATMs or POS and other cash advance transactions,...);
- b. credits into any e-wallet services;
- c. HSBC fee-related transactions;
- d. payment transactions for any banking and credit card services or transactions with other financial institutions;
- e. online bill payment transactions made via HSBC Online Banking or HSBC Mobile Banking app;
- f. transactions relating to alcohol, cigarette, lottery, medicine, milk , health check service at public hospital, public school;
- g. transactions relating to other promotion-restricted products, services;

- h. transactions relating to gambling and other illegal activities.

2.3. HSBC reserves the right to reject the application if:

- a. The amount of transaction made via HSBC Credit Card under The Programme is less than VND 2,000,000 (In words: *Two million Vietnam Dong*); or
- b. The Credit Card Account is in overdue/ delinquent status; or
- c. The purchase already applied for installement; or
- d. The Credit Card Account is over limit when the Conversion Fee is applied; or
- e. The Credit Card Account is blocked/closed.

### **3. INSTALLMENT REGISTRATION**

3.1. Cardholders may apply for The Programme through the channels designated below and clearly state/give the information requested for the conversion of payment method into installment:

- a. Filling and submitting online requests on HSBC public website; or
- b. Submitting requests via Personal Online Banking channel; or
- c. Making request via HSBC's Contact Center. The call will be recorded and stored in the Bank's system; or
- d. Submitting requests via HSBC Mobile Banking app.

By submitting a request to the Bank through one of those above channels, customers confirm that they have read, agreed and accepted this T&C.

3.2. Customers are required to apply for The Programme:

- a. at least five (05) working days prior to the statement date of the current month if the application is submitted via HSBC Mobile Banking app;
- b. at least two (02) working days prior to the statement date of the current month for the rest designed channels mentioned in the above Article 3.1.

3.3. For applications made on HSBC Mobile Banking app, Cardholder can convert up to 10 transactions to instalments in each request. A maximum of 97 Spend Instalment Plans can be placed under the Programme; however, only latest 30 Spend Instalment Plans are visible on HSBC Mobile Banking app.

3.4. Any application for The Programme shall be appraised and approved by HSBC in accordance with the Bank's operational and business policies, and the eligibility of the customer in accordance with this T&C.

### **4. TERMINATION**

- 4.1. HSBC reserves the right to cancel or terminate The Programme at any time (including but not limited to below events) with prior notice and demand Cardholder to repay all credit card outstanding amount arising from The Programme immediately (i.e. all unpaid outstanding principle plus interest (if any)) if any of the following events occurs:
- a. Cardholder breaches any of this T&C or the HSBC Credit Card Cardholder Agreement; or
  - b. Credit Card Account is delinquent or Cardholder fails to repay the debt upon demand by HSBC; or
  - c. The Credit Card Account or The Programme is cancelled by Cardholder or terminated by HSBC, or the Cardholder is deceased.
- 4.2. Cardholder cannot change, cancel or terminate the installment once successfully registered.
- 4.3. In all cases, upon termination of the Credit Card Account or The Programme, all outstanding amount arisen from The Programme will become due and payable immediately and will be automatically debited from the Credit Card Account.

## **5. EXCLUSION OF LIABILITY**

Without limiting the generality of the provisions of the HSBC Credit Card Cardholder Agreement and for the avoidance of doubt, HSBC will not be liable for any defective or damaged merchandise or any other dispute between the Cardholder and the merchants relating to any purchase under The Programme. You hereby accept that the Bank will continue to charge to the Credit Card Account the Monthly Installment Amounts in line with the selected Installment Option regardless of any such disputes or agreements (including but not limited to any disputes or agreement with relation to transaction cancellation, substitution of goods or services, or refund).

## **6. GENERAL**

- 6.1. Together with this T&C, customers also agree with::
- a. Terms and Conditions of the Credit Card Cardholder Agreement (applicable to HSBC Visa Classic, Visa Cashback, Visa Platinum Credit Card), HSBC Premier World Mastercard® Credit Card Cardholder Agreement (applicable to HSBC Premier World Mastercard® Credit Card) (hereinafter referred to as “**HSBC Credit Card Cardholder Agreement**”); and
  - b. Terms and Conditions of HSBC Vietnam Mobile Banking app; and
  - c. General Terms And Conditions; and
  - d. Any other agreements that the Cardholder has with HSBC.
- 6.2. HSBC reserves the right to accept or decline any application/registration for The Programme by Cardholders without providing reason.
- 6.3. Notwithstanding any provisions in these Terms and Conditions, HSBC shall be entitled at any time with notice to the Cardholder by the way that HSBC deems appropriate, (a) suspend or terminate the Installment At Merchants Of Your Choice; and/or (b) revise or add further provisions to these

Terms and Conditions. Changes (if any) shall be notified or registered in accordance with the relevant laws and updated on HSBC's public website prior to application.

6.4. Customer hereby gives the consent for Personal Data Processing as following:

- a. Customer acknowledges and confirms that customer has read and understood HSBC Privacy Notice published at HSBC Vietnam public website. Customer hereby give the explicit, voluntary, affirmative, unconditional consent for HSBC to process customer's Personal Data in accordance with the contents of HSBC Privacy Notice.
- b. Customer confirms, represents, and warrants that (i) every person whose Personal Data that customer (or anyone on customer's behalf) has provided or will from time to time provide to HSBC or a member of the HSBC Group (my "**Connected Persons**") has been notified of HSBC Privacy Notice; (ii) Connected Persons have given their explicit, voluntary, affirmative, unconditional consent for HSBC to process their Personal Data in accordance with the contents of HSBC Privacy Notice; and (iii) customer is authorized to disclose their Personal Data to HSBC and/or members of the HSBC Group so that HSBC and/or members of the HSBC Group can process the same. At the same time, customer has advised Connected Persons of their various rights with respect to their Personal Data in accordance with the contents of HSBC Privacy Notice and in compliance with applicable laws of Vietnam. Customer, with this, undertakes to verify the accuracy and completeness of the Personal Data provided to HSBC.
- c. Customer acknowledges and understands that in case of any change to customer's given consent, customer will request in writing using the prescribed form available at HSBC branches or other channels provided in HSBC Privacy Notice. Customer understands that if customer changes the consent for any purpose and depending on the nature of my request, HSBC may not be able to continue to provide Products and/or Services to customer.

6.5. In case of any dispute arising out of or in connection with The Programme, HSBC shall resolve disputes in co-operation with customers. If the parties fail to reach an agreement, disputes shall be resolved at the competent courts in accordance with Vietnamese laws

6.6. These Terms and Conditions are in Vietnamese and English. In the event of any discrepancy between English and Vietnamese, the Vietnamese version shall prevail