

Virtual Prepaid Card of HLBN

Terms & Conditions

Terms and conditions for Virtual Prepaid Card of HLBVN (“Terms and Conditions”)

Please read carefully the Terms and Conditions for Virtual Prepaid Card issued by HLBVN printed below.

These Terms and Conditions accompanied with the Cardholder’s identity information provided in process of registration on HLBVN’s mobile banking application (Hong Leong Connect) and Virtual Prepaid Card issued by HLBVN constitute an agreement between the Cardholder and HLBVN for issuance and using of the Virtual Prepaid Card. Upon applying for the Card and using the Card, the Cardholder accepts the Terms and Conditions set out below and will be bound by them.

1. **HLBVN:** shall mean Hong Leong Bank Vietnam Limited and be the Card issuer.
2. **International Card Organization (ICO):** shall mean Visa Corp., an organization that cooperated with HLBVN whereas HLBVN will issue the Card with identification number /codes (BIN) issued / determined by ICO in accordance with Vietnamese law provisions and international commitments.
3. **Cardholder:** shall mean individual customer to whom HLBVN shall issue the Virtual Prepaid Card to for his / her own use.
4. **Card or Virtual Prepaid Card:** shall mean the card that does not exist in physical form issued by HLBVN via its digital banking application (Hong Leong Connect), allowing Cardholder to conduct transactions within the amount deposited to the Card corresponding to the amount paid in advance via digital banking service, with the Merchant that accept payment for goods and services by Cards in accordance with Visa’s standard. The Card includes anonymous prepaid cards (i.e. cards without Cardholder’s identification information) and identified prepaid cards (i.e. cards with Cardholder’s identification information).
5. **Card Number:** shall mean a series of number for the Card containing 16 figures shown on the front face of the Card.
6. **Card Verification Value (CVV):** shall mean security code including 3 figures on the back of the Card for the purpose of establishing the owner's identity in card transactions.
7. **Hong Leong Connect Account (User Account):** shall mean username and password created by the Cardholder on Hong Leong Connect application to register, manage and use the Card. To use the Card, the Cardholder must log in to Hong Leong Connect Account.
8. **Username** shall mean the username selected or created by the Cardholder comprising of alphanumeric characters during registration or reset of his/her Hong Leong Connect Account and it shall form part of Hong Leong Connect Account.
9. **Password** shall mean a list of alphanumeric characters created by the Cardholder in accordance to the rules provided by HLBVN during the registration of Hong Leong Connect Account.
10. **Fingerprint** shall mean fingerprint of the Cardholder which is registered on the Cardholder’s smart phone or other compatible electronic devices (“Mobile Devices”) which serves as an alternative for the Password at the Cardholder’s option as quick login to Hong Leong Connect Account.

For avoidance of doubt, the Fingerprint data is stored in the relevant Mobile Device when the Cardholder sets-up his/her fingerprint identification in the Mobile Device and no

Fingerprint data is stored on HLBVN servers (including Hong Leong Core Banking System). Verification of the Fingerprint is effected by the Mobile Device itself. Once the Fingerprint is recognised by the Mobile Device, the confirmation of authentication will be relayed by the Mobile Device to Hong Leong Connect to enable the Cardholder to proceed with the relevant transaction or where verification is unsuccessful, notification of authentication failure will be relayed on Hong Leong Connect interface.

11. **Card Validity:** shall mean five (05) years since the issuance date of the Card.
12. **Tariff:** shall mean a list of fees and/or charges applied to the Card by HLBVN from time to time and publicized on its website at <https://www/hlbank.com.vn> and/or branch/transaction office.
13. **Merchant:** shall mean retailer or corporation providing the goods and/or services and accept or cause its outlets to accept the Card for online payment method within the Visa network worldwide (VisaNet).
14. **Force Majeure Event:** shall mean any event not within the reasonable control of a party which prevents or delays such party's performance or observance of its obligations under this Terms and Conditions such as any act of God, war, hostilities, invasion, act of foreign enemies, rebellion, revolution, civil war, strike, lock-out, change of laws and regulations, action or request of competent authorities.
15. **Card Application and Issuance:** shall mean the application and issuance of the Card shall be conducted online through Hong Leong Connect application.

16. Card Top-up

The Cardholder may top up the Card by:

- Cash deposit at the counter of HLBVN;
- Transferring from any bank account to the Card; or
- Transferring from HLBVN's card via HLBVN's ATM.

Limit for top-up of the Card shall be set by HLBVN in this Terms and Conditions which may be amended from time to time.

- 17. Usage, scope and features of the Card:** The features of the Card are as per table below:

Features	Anonymous Prepaid Card	Identified Prepaid Card
International card Organization	VISA	VISA
Balance limit	VND 5,000,000	VND 5,000,000
Top-up to Cards	Max 5 times/week	Unlimited
Online payment	Yes	Yes
Bill payment	Yes	Yes
Online transfer	Not applicable	Yes
Cash withdrawal	Not applicable	Not applicable
Payment at Point of Sales (POS)	Not applicable	Not applicable

Interest rate	Non-bearing interest	Non-bearing interest
Card validity	5 years	5 years
Quantity for each customer	1	1

These features and limits are subject to changes by HLBVN from time to time which shall be published at its website and/or branches/transaction offices.

18. Currency in transaction

a) In the territory of Vietnam:

Payment currency must be in Vietnam Dong (VND). If foreign currency (FCY) is permitted to be used in transactions, the transaction currency will be in VND or VND and FCY. In the event FCY needs to be converted into VND, HLBVN shall apply exchange rate as published by HLBVN on its website and/or branch/transaction office on the transaction date in order to debit the transaction amount to the Card balance.

b) Outside the territory of Vietnam:

When the transaction is paid in FCY, HLBVN shall apply exchange rate of VISA on the actual exchange date (completing payment to the Merchant) to debit the transaction amount to the Card balance.

19. Authority to debit the Card balance: The Card balance will be debited with the amount of any Card transaction(s) effected by use of the Card. The Cardholder shall be responsible for all transactions effected by use of the Card, whether authorized by Cardholder or not, whether the goods and/or services have been given, received or performed or not.

20. Charges and fee: HLBVN shall debit to the Card balance with any charges and fee as the Tariff related to the Card (if any). Any change of the Tariff shall be published at least 07 days in advance at HLBVN's website, and/or branches/transaction offices and when the Cardholder disagrees with such changes, the Cardholder may terminate the use of the Card by requesting HLBVN to close / terminate the Card.

21. Unauthorized Used of the Card or Card disclosure: The Cardholder shall be responsible to either block the Card and apply for re-issuance of a new Card on Hong Leong Connect application; or inform HLBVN immediately after having discovered that the information pertaining to the Card is stolen, disclosed or an unauthorized transaction had been performed on his / her Card in order for HLBVN to block the Card. HLBVN shall block the Card immediately upon receipt of the request from the Cardholder. The Cardholder shall be responsible for all transactions effected by use of the Card before Card blocking or before HLBVN confirms blocking of the Card. After notified / requested by Cardholder and the Card has been blocked, HLBVN shall take responsible for all Card transactions effected (if any). HLBVN is entitled to debit the Card balance for any transaction(s) made through the Card before the Card is blocked and any cost that has incurred in blocking and/or issuing a replacement Card (if any) and in the event the balance of the Card is insufficient to settle all these charges, it is essentially the obligations of the Cardholder to settle and/or be responsible for the outstanding amount. In addition thereto, HLBVN shall take such other actions in accordance with the relevant laws and regulations.

22. Non-liability:

22.1 HLBN shall not be liable for any losses or damages suffered by the Cardholder arising from the use of the Card or Force Majeure event except for losses or costs directly arising through the fault of HLBN.

22.2 HLBN is not responsible for performance / obligations of the Merchants and other relevant parties in the transaction(s) paid by the Card, including but not limited to delivery or quality and suitability of the goods or services purchased by the Cardholders. HLBN is entitled to debit the Card balance equal to the value of goods and services purchased by the Cardholder by using the Card regardless of whether the goods or services are delivered or rendered. Further, HLBN shall not be responsible in the event that the transactions performed by the Cardholder by using the Card is rejected / declined for any reasons whatsoever. HLBN shall also not be obliged to ensure that the balance in the Card is sufficient for the goods / services purchased by the Cardholders by using the Cards.

23. Methods and Time limit for Dispute: Transactions disagreeable with HLBN (“Dispute”) shall be notified by the Cardholder through Hong Leong Call Centre at Phone number: +84 7300 8100, with record, available for 24hours/day and 7 days/week, or fill up a written form provided by HLBN at its branches/transaction office, within sixty (60) days from the date of such transaction. In case the Dispute is notified through Hong Leong Call Centre, a written claim in HLBN’s form must be completed and provided by the Cardholder to HLBN’s office within five (5) working days from the date where HLBN requested for such form. In case the Cardholder fails to comply with the conditions above within the above period, the transaction(s) will be considered as agreed and accepted by the Cardholder.

24. Time for handling Dispute: Where the Cardholder claims for a Dispute, HLBN will verify such a claim within sixty (60) days from the date of receiving notification as provided in Clause 23 above from the Cardholder.

25. Non-cancellation of transaction: HLBN shall deem any Card transactions which have been performed successfully are valid and are irrevocable transactions. The Cardholder is not allowed to cancel, change, disclaim, reject and refuse such transactions and shall bear full responsibilities and obligations to HLBN from such transactions.

26. Provision of Card information:

26.1 Balance of Card for each Card transaction shall be updated to the Cardholder via SMS to the Cardholder’s mobile phone number registered with HLBN or notified on the Hong Leong Connect application and/or other communicate methods applied by HLBN from time to time.

26.2 The Cardholder may check online via the User Account or request HLBN to provide information of Card balance, transactions history and other necessary information during the Card usage period via Hong Leong Call Centre and/or at branch/transaction office of HLBN.

27. Safety and security of Card:

27.1 Cardholder shall manage the Card on the following principles:

- Using the User Account and Card by the Cardholder directly, and not authorize other persons to perform Card transactions.

- Once the Cardholder has logged on to the Hong Leong Connect Account, the Cardholder must not leave the terminal or the Mobile Device from which the Cardholder has accessed to Hong Leong Connect at any time or let anyone else use it until the Cardholder has properly logged off. The Cardholder is responsible for ensuring that the Cardholder has properly logged off at the end of each session.
- Ensuring the User Account and Card be strictly confidential/undisclosed.
- Contacting HLBNV immediately for guidance/consultation for suspicious Card transactions
- In the event that the Cardholder have lost his/her Mobile Device and/or disclosed information of the User Account, or unauthorized transaction(s) has been performed by using the Card, the Cardholder must immediately contact Hong Leong Call Centre to report such loss and/or unauthorized transaction(s) and/or disclosure and request for temporary block of the User Account and the Card.

27.2 Cardholder shall bear all the losses incurred (if any) of Card transactions due to:

- Errors and/or negligence of the Cardholder (including but not limited to the situation where the Cardholder left the Card or the Mobile Device with the Card unattended, voluntarily allowed another person to use the Card, voluntarily disclosed the password of the User Account to another person and etc);
- Card illegal usage, whether by Cardholder or by any other person;
- No complaint made within sixty (60) days from the transaction date;
- Cardholder acted fraudulently;
- Delayed in notifying HLBNV after having discovered the loss or unauthorized use of the Card; or
- Reasons not attributable to the fault of HLBNV

28. Cases of refusal to card payment:

HLBNV reserves the right to reject Card transaction such as but not limited to the following cases:

- The transaction amount exceeds the Card balance.
- The transaction amount exceeds the daily limit usage as prescribed by HLBNV from time to time.
- The Card is temporarily blocked.
- Card or other device is damaged, technical/line or network error or Force Majeure Event.
- The Cardholder violates regulations on this Terms and Conditions and/or other relevant regulations of HLBNV and/or applicable laws.
- The Card is in card data compromised/fraud status.
- Other cases as stipulated by relevant laws from time to time.

29. Temporary block, or closure of the Card

29.1 The Cardholder, as demand, may block whole or some features of the Card via Hong Leong Connect application, or request HLBNV for temporary block.

29.2 HLBNV has the right to close the Card subject to its discretion, if:

- The Card has expired and no fund therein;

- The Card has not been topped up within six (6) months from its issuance date or there is no transaction within six (6) consecutive months and no fund therein.
- The Card is suspected of any potential fraud/risk to the Cardholder or/and HLBVN.
- At the request of the Cardholder or competent authorities or other circumstance in accordance with laws.

29.3 In the event that the Card is closed by HLBVN, HLBVN shall notify the Cardholder for settling any surplus or remaining sum in the Card, if any. After the deadline as notified, the Cardholder fails to respond/give any instruction or cooperate for settling such fund, HLBVN shall have the right to settle such surplus or remaining sum in any method that HLBVN deems fit.

29.4 The Cardholder is responsible to immediately notify HLBVN in the following cases:

- The Card information was stolen/disclosed or compromised;
- Unauthorized use of the Card; or
- Temporary block/terminated card usage.

30. Rights and responsibilities of the Cardholder:

The Cardholder hereby undertakes:

- 30.1 To keep the Card information safely and undertake not to disclose to anyone under any circumstances or by any circumstances or by any means or by any other ways notwithstanding voluntary or not. The Cardholder hereby undertakes to indemnify HLBVN and hold HLBVN free from all claims and liabilities from all parties whomsoever, arising from such unauthorized use.
- 30.2 To refund to HLBVN any amount that do not belong to the Cardholder (e.g. where the Cardholders obtained such amount through processing systems error(s), communication systems malfunction whether it is the fault of HLBVN or not and the Cardholder fails to prove its ownership over this amount) within one (1) month from the date of request of HLBVN.
- 30.3 Not to use any Card which its information has been declared to be stolen/disclosed or compromised.
- 30.4 To take full responsibility for any dispute with the Merchant on matters related to goods and/or services purchased by the Card without recourse to HLBVN.
- 30.5 To ensure that there are sufficient funds available in the Card balance to perform any of the transactions.
- 30.6 Not to cancel or modify any transaction made by using the Card which has been approved with full transaction information transmitted to HLBVN.
- 30.7 To settle full or partial amount of the receipt and other tax, fee apply (if any) in case that the Cardholder had used the Card for reservation but do not utilize nor notify the Merchant.
- 30.8 To register a mobile phone number to receive notice of Card balance for Card transaction.
- 30.9 To notify promptly to HLBVN of any incident regarding the Card or authorized Card transaction;
- 30.10 To provide full and accurate information and documents related to open and use the Card as required by HLBVN from time to time and update promptly any changes thereof. The

Cardholder shall take all responsibilities and liabilities if the Cardholder fails to do so.

30.11 To comply with terms and conditions in these Term & Conditions as well as relevant laws.

31. Rights and responsibilities of HLBVN.

HLBVN shall:

31.1 Have no liability whatsoever for any processing systems, communication systems malfunction or for any reason of Force Majeure Event.

31.2 Have no liability whatsoever for any damages, loss as well as any claim from all parties whomsoever, arising from any unauthorized use or misuse of the Card except for the default of HLBVN.

31.3 Have the rights to provide, amend, supplement or impose fees and charges under the Tariff from time to time, including imposing management fee to the Card where there are no transaction for six (6) consecutive months, provided that the Tariff will be published to the Cardholder at least seven (7) days prior to its effectiveness.

31.4 Have rights to debit the Card balance for all fees provided from time to time and total value of all transactions to be paid by the Card stipulated herein.

31.5 Be entitled to refuse to approve any Card transactions if (i) there are insufficient funds available for payment or out of limit amount designated by HLBVN from time to time (if any), (ii) transaction order that is illegal or deemed improper by HLBVN, (iii) any suspicious Card transactions or HLBVN is of the view that such Card transactions are related to or for the purpose of money laundering, terrorist financing, e-gambling transaction, cryptocurrency transaction or other illegal activities under Vietnamese laws and/or Visa's standard, and (iv) at its absolute discretion, the Cardholder breaches any provision of this Term & Conditions.

31.6 Keep the Cardholder's information confidential in accordance with applicable laws; however the Cardholder hereby accept and agree that HLBVN shall have the right to use and/or provide information and documents of the Cardholder, including but not limited to the Card transactions with relevant parties, usage and/or cancellation of the Card, including settling claims regarding the Card and/or card transaction or as required by the State Bank of Vietnam or such other authority in accordance with relevant laws and regulations. HLBVN will impose responsibility for keeping such information confidential on the third party who receives such information from HLBVN.

31.7 Notify of change, promotion, risk warning and other notices for using the Card by means of email, mail, SMS, written notice, website, display at branches and transaction office and/or mass media or such other method deemed suitable by HLBVN.

31.8 Implement fully and properly card transactions upon valid orders.

31.9 Other rights and obligations in accordance with laws.

32. Termination provision:

32.1 The Cardholder may terminate the use of the Card by written notice to HLBVN. No refund of the Tariff, charges or fees or any part thereof will be made to the Cardholder. In the event of any remaining sum or surplus in the Card upon termination of the Card, the provisions of Clause 29.3 shall apply. The Cardholder shall remain liable for any transaction effected through the use of the Card prior to the receipt by HLBVN of such written notice of termination to HLBVN (if any).

- 32.2 HLBVN is entitled to block/ terminate the usage of the Card by giving a notice to the Cardholder in accordance with relevant regulations and these Terms and Conditions.
- 33. Transaction record:** HLBVN's record about transactions processed by using Card shall be conclusive, final and binding for all purpose.
- 34. Change of Terms and Conditions:** HLBVN reserves the right to add, delete and/or change any of these terms and conditions upon notice to the Cardholder. Any changes to these terms and conditions shall be published on HLBVN's website or at its Branches/Transaction Office. The Cardholder shall be subject to the terms and conditions when using the Card. If the Cardholder does not agree with the aforesaid amendments, the Cardholder shall have the right to terminate the Card.
- 35. Effectiveness:** The Prepaid Card Terms and Conditions herein shall be effective upon the issuance of the Card to Cardholder.
- 36. Governing laws and jurisdiction:**
- 36.1 These Terms and Conditions are governed by laws of Vietnam. If any of these terms or conditions is declared null and void or unenforceable by the State's competent authorities, other terms and conditions, other parts or sections of this document remain effective and enforceable.
- 36.2 In the event that any dispute which cannot be resolved by the parties through negotiation, the dispute will be referred to the competent court for settlement.
- 37. Miscellaneous**
- 37.1 Words denoting one gender include all other genders and words denoting the singular include the plural and vice versa.
- 37.2 Time, whenever mentioned, shall be the essence of this Terms and Conditions.
- 37.3 HLBVN shall be entitled at its discretion to assign the whole or any part of its rights and obligations under this Terms and Conditions.