



## ANZ GENERAL TERMS AND CONDITIONS – RETAIL BANKING

### INTRODUCTION

These ANZ General Terms and Conditions – Retail Banking (these “**Terms and Conditions**”) set out the terms on which ANZ Bank (Vietnam) Limited (“**ANZ**” or “**Bank**”) provides its retail banking customers with one or more accounts and services. These Terms and Conditions include the ANZ Visa Debit Card Terms and Conditions set forth herein and must be read together with the applicable Account Opening Documentation and Fee Schedule.

By applying for opening an Account or use or continue to use any Account or Service provided by the Bank, the Customer agrees to be bound by these Terms and Conditions.

These Terms and Conditions shall apply together with and supplement to any other specific terms and conditions (“**Specific Conditions**”) of any product or services provided by the Bank. If there is any inconsistency between these Terms and Conditions and those Specific Conditions, the Specific Conditions shall prevail to the extent of such specific products and services.

### DEFINITION

**Account** means any account held by the Customer with the Bank.

**Account Holder** means the owner of the Account.

**Account Opening Documentation** means any application form signed by or for and on behalf of the Customer in connection with the establishment of one or more Accounts as may be supplemented or varied from time to time.

**Account Statement** means a statement of account information showing balance and transaction(s) for the Account which shall be sent for the period and via the Channels as agreed by the Bank and the Customer.

**Agreement** means any Account Opening Documentation in relation to the Account, these Terms and Conditions, any Fee Schedules, together with any terms and conditions governing the relevant Services provided by the Bank to Customer.

**Agreed Currency** means the currency in which any payment in respect of any Account or Service is to be made as agreed between the Customer and the Bank, or in the absence of such agreement, as notified by the Bank to the Customer.

**ANZ Internet Banking** means banking services in respect of Account(s) provided by the Bank via the internet and accessible at the URL address provided by the Bank.

**ANZ File Exchange (Host-to-Host) Service** means the provision by the Bank to the Customer of access to ANZ File Exchange (Host-to-Host).

**Applicable Rate** means the Bank’s then prevailing exchange rate or, if unavailable, such rate as reasonably determined by the Bank.

**Authorised Person** means any person authorised by the Customer and notified to the Bank in writing to act on the Customer’s behalf in giving Instructions and performing any other acts, discretions or duties under the Agreement or with respect to the operation or use of any Account or Service.

**Authority** means any regulatory, administrative, government, quasi-government, law enforcement or supervisory authority, court or tribunal of Vietnam.

**Business Day** means a day (other than Saturday, Sunday or public holidays in Vietnam and, where payment is being made or received, the home jurisdiction of the relevant currency) on which the Bank is open for the transaction of ordinary banking business in (i) Vietnam, (ii) where an Instruction or communication is being addressed, the country to which such Instruction or communication is addressed and (iii) where a payment is being made or received, the home jurisdiction of the relevant currency.



**Cleared Funds** means funds deposited into or standing to the credit of any Account that the Bank has received full and final payment and cannot be reversed or cancelled.

**Customer** means the applicant named in the Account Opening Documentation or any Account Holder.

**Cut-off Time** means the latest time for the Bank to receive an Instruction from the Customer. Unless otherwise agreed with the Customer, the Cut-off Time is determined by the Bank at its sole discretion.

**Channel** means any system, medium or channel, whether internet or electronics based or not which may be provided by the Bank or any third party service provider from time to time to enable the Customer to access and utilise banking and other services provided by the Bank and to which the Customer may elect to subscribe (in the Account Opening Documentation or otherwise) or as agreed with the Bank. Unless otherwise agreed between the Bank and the Customer, the preferred Channels for accessing an Account or utilising a Service or the giving of Instructions are the ANZ Internet Banking, ANZ File Exchange (Host-to-Host), OTC Banking and SWIFT Message, while the non-preferred Channels include telephone, email, telex and facsimile transmission.

**Correspondent** means a financial institution used by the Bank to make a payment directly or indirectly to a payee or perform any Services in connection with an Account and includes any intermediary correspondent.

**Electronic Banking Channel** means any internet/online, wireless, optical or electronic (whether automated or not) or similar Channel established by the Bank which enables the Customer to access their Account(s), utilize any Services and/or give Instructions.

**Fee Schedule** means any fee schedule in respect of any fees for the opening, operation and maintenance of any Account or the provision of any Service.

**Force Majeure Event** means any event beyond the Bank's reasonable control, including, without limitation fire, flood, earthquake, storm or other natural event; strike or other labour dispute; war, insurrection, terrorism or riot; acts or failure to act by any Authority; changes in Law or any order of any Authority; any failure, disruption or interference failure of any telecommunications, electricity supply and other utilities; any technical failures, disruptions or interference to any computer system or equipment or any Channel (whether caused by hardware or software); and any failure, disruption or interference of any Service provided by the Bank or any third party or third party system. In these Terms and Conditions, Force Majeure Event shall be deemed to be a liability exemption event under the Law.

**Instructions** means all requests and instructions relating to an Account or a Service given by the Customer (or where applicable the Authorised Person) and received by the Bank through any Channel or any other means as agreed between the Bank and the Customer and "Instruction" means any of the same.

**Instrument** means cheques, demand drafts, pay orders or any other instruments of a similar nature.

**Joint Account** means an Account which is held in the name of more than one person.

**Joint Account Holder** means Account Holder(s) of Joint Account.

**Law** means any treaty, law, statute, rule, regulation, court order or standard of any Authority or any request, order, directive, guideline, notice, code, decision or statement of policy or practice of any Authority having the force of law or, if not having the force of law, in respect of which compliance is customary.

**Loss** means any loss, liability, damages, costs (including legal costs on a full indemnity basis), claims, proceedings or damages of any kind arising out of contract, tort, statute or otherwise and expenses (including direct, indirect and consequential losses, loss of profit and loss of goodwill), and whether foreseeable or not.

**OTC Banking** means over the counter banking at a branch of the Bank.



**Potential Termination Event** means any event which, with the giving of notice or the lapse of time or both, would constitute a Termination Event.

**resident, non-resident** means, in relation to foreign exchange activities, the resident or non-resident as defined under the foreign exchange control regulations of Vietnam effective from time to time.

**Sanctions** means any economic or trade sanctions, imposed by any Authority or such authority of any other countries or the United States, United Nations or European Union.

**Security Device** is a physical device which generates random numbers issued to Customer by ANZ which must be used together with the User ID and Password of Customer to access ANZ Internet Banking or any relevant Electronic Banking Channel.

**Security Password** is a series of numbers or letters or the combination of both selected by the Customer as required by the Bank to verify authenticity and identity of the Customer when using Electronic Banking Channel.

**Service** means any service provided by the Bank to the Customer.

**Tax** means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same) required by the Authority of Vietnam.

**Termination Event** means, in respect of the Customer, the occurrence of any of the following events:

- (i) Failure by the Customer to comply with any term or condition of the Agreement and such failure is not remedied on or before the fourteenth calendar day after notice of such failure is given by the Bank;
- (ii) There is a material adverse change in the Customer's financial position which the Bank, in its sole and absolute discretion, has determined may affect the Customer's ability to comply with their obligation under the Agreement;
- (iii) Death, missing or loss of civil act capacity of the Customer; and
- (iv) An event or circumstance occurs in relation to either party where it becomes, or with the lapse of time will become, unlawful, for any reason whatsoever, for a party to perform any obligation or to comply with any provision of the Agreement.

**User** means any persons identified as "User" in connection with the Electronic Banking Channel in the Account Opening Documentation or as notified by the Customer to the Bank in a manner approved by the Bank.

**withdrawal** means, in respect of any Account, any withdrawal or transfer of funds from such Account.

## GENERAL RESPONSIBILITIES

### 1. Customer Responsibilities

#### 1.1 *Customer Agreements.* The Customer agrees:

- (a) to provide the Bank with all information and documentation as the Bank may reasonably request from time to time, including as may be required under laws and/or by agreements or arrangement with relevant government agencies and/or revenue authorities (whether local or foreign) to make inquiries about the Customer's tax status. The Customer acknowledges that all information provided to the Bank shall be accurate, complete, up to date and not misleading;
- (b) to promptly notify the Bank of any changes to information previously provided to the Bank. The Customer agrees that until the Customer has notified the Bank of such change and the



Bank has had a reasonable opportunity to act on such notification, the Bank may rely on the information previously provided to it;

- (c) to comply with all instructions and procedures that the Bank may from time to time impose in relation to the operation or use of any Account or any Service, including, without limitation, any identity checks, verification procedures or other security procedures that the Bank may use to establish authenticity of Instructions or prior to carrying out any Service or part of a Service;
- (d) to make their own assessment as to whether they are subject to any legal, regulatory or tax obligations or duties in respect of the Agreement or any Account or Service and at all times comply with such legal, regulatory and tax obligations and duties. The Customer acknowledges that the Bank is not providing any legal, tax, financial or accounting advice in respect of any Account or Service, or any advice regarding the suitability or profitability of any transaction associated with any Account or Service;
- (e) to inform the Bank as soon as possible of any error, dispute or suspicion of fraud or illegality in respect of any Account, Service or any Instruction;
- (f) to use all reasonable additional precautions to prevent fraudulent or unauthorised access to an Account or the use of any Service;
- (g) to inform the Bank as soon as possible of the occurrence of any Termination Event; and
- (h) not to create or have outstanding any Security on or over any Account without the prior written consent of the Bank.

## **1.2 *Role, Authority and Representations of Authorised Person.***

- (a) *Representations in respect of Authorised Person.* Where the Customer appoints an Authorised Person, each of the Customer and the Authorised Person represents and warrants to, and agrees with, the Bank that:
  - (i) the Customer has appointed the Authorised Person as their agent (and the Authorised Person accepts the appointment) to enter into the Agreement or give Instruction to the Bank on behalf of the Customer, and has authorised the Authorised Person to act or omit to act in any way the Customer themselves could act or omit to act with respect to the Agreement and any Account or Service under the Agreement, including, without limitation, in relation to the following:
    - (A) the receipt of or access to any information relating to the Agreement, an Account or a Service;
    - (B) the operation of an Account or a Service, including the issuing of any Instructions to the Bank in respect of an Account or a Service;
    - (C) the agreement to any supplement to, or amendment, restatement or variation of, the terms of the Agreement, including, without limitation, the addition or removal of any Service;

- (D) the execution of any document and performance of any act required to effect or implement any of the above matters,

and the Customer will be bound by all such acts and omissions whatsoever that the Authorised Person shall do or cause to be done or omit to do or cause to be omitted to be done;

- (ii) the Bank is authorised to deal with the Authorised Person as the agent of the Customer until and unless it receives written notice from the Customer that the Authorised Person is no longer authorised to act as the agent of the Customer, and any such termination of authority shall not affect any prior acts or omissions of the Authorised Person being binding on the Customer, the Bank will be entitled to rely on, and will be fully protected in acting on, the information relating to the Authorised Persons previously provided to it; and
  - (iii) the Customer and the Authorised Person have obtained all necessary consents and taken all necessary action or steps to ensure that the arrangements contemplated above are carried out with due authority and in accordance with applicable contractual or legal requirements.
- (b) *Bank to Deal with Customer Only.* The Bank shall not be obliged to deal with any Authorised Person but may elect to do so in its sole and absolute discretion and subject to such conditions, limitations or restrictions as the Bank may from time to time impose. Unless otherwise agreed by the Bank, in the event of any dispute arising out of or in connection with the Agreement (including, without limitation, as a result of any act or omission by the Authorised Person), the Bank shall deal solely with the Customer.
- (c) *The Customer acknowledges and agrees that:*
- (i) each Authorised Person is authorised by the Customer to give Instructions, perform any acts or obligations under the Agreement for and on behalf of the Customer and bind the Customer under the Agreement and any transaction contemplated by the Agreement in relation to an Account or any Service;
  - (ii) the Customer is responsible to the Bank for all documents, Instructions signed, initiated, sent or given by an Authorised Person and all acts of an Authorised Person (including fees, charges and liabilities incurred or to be incurred or arising from such Instructions or acts);
  - (iii) the Bank may rely on any Instruction or agreement signed, initiated, sent or given by an Authorised Person or which purports or appears to be genuine and to have been signed, initiated, sent or given by an Authorised Person by whom it purports to be signed, initiated, sent or given, notwithstanding that the Customer subsequently alleges that such Instruction or agreement is not authorised by the Customer; and
  - (iv) the Bank may require each Authorised Person to be identified according to all applicable laws or any other requirement reasonably specified by the Bank. The Bank may, in its discretion, not process or act on any Instruction until it has completed the verification of identity checks required by its normal business practices and/or all applicable laws.

### 1.3 **Communication Channels and Instructions.**

- (a) *Channels and Instructions.* The Customer agrees:
- (i) to use a Channel only for the purpose of accessing an Account or utilising a Service or giving Instructions;
  - (ii) to comply with all applicable laws in their use of, the giving of Instructions and any transactions initiated via, any Channel;
  - (iii) to ensure that any Instruction is correct, complete and authorised and that the Bank is entitled to assume so;
  - (iv) that any Instruction is irrevocable;
  - (v) that the Bank may (but is not obliged to) enquire about or attempt to verify the authenticity of any Instruction;
  - (vi) that the Bank may act on any Instruction even if such Instruction is contrary or inconsistent with any other existing Instruction received by the Bank;
  - (vii) that, if requested by the Customer, the Bank will use reasonable endeavours to cancel a transaction (including, without limitation, any payment) which the Bank has carried out following receipt of an Instruction or, if not carried out, to stop the further processing of the transaction (including, without limitation, as the case may be, the payment), but the Bank will have no liability for failure to do so;
  - (viii) that the Bank may refuse to act on any Instruction if:
    - (A) the Instruction has not been received prior to the relevant Cut-off Time;
    - (B) the Instruction is incorrect, incomplete, unclear or inconsistent or does not comply with the format specified by the Bank or agreed with the Bank;
    - (C) the Instruction appears to be unauthorised, not authentic or in breach of any relevant security measure;
    - (D) (whether in respect of a future value date Instruction or otherwise) the value of any withdrawal in an Instruction exceeds the Cleared Funds available in the relevant Account at the relevant time or any maximum limit allowed by the Bank or agreed by the Customer;
    - (E) the Instruction is not within any processing limits set by the Bank or threshold or authorisation limits set by the Customer (where applicable converted into the relevant currency at the Applicable Rate);
    - (F) accepting or acting upon any Instruction would require any action by or information from the Bank on a day that is not a Business Day;
    - (G) accepting or acting upon any Instruction would cause a breach of any other agreement between the Bank and the Customer or any applicable laws,





Sanction, requirement of competent Authority or any internal policy relating to corporate governance, risk management or audit; or

(H) a Termination Event has occurred.

(b) *Electronic Banking Channel.* In respect of the Electronic Banking Channel, the Customer acknowledges and agrees that:

- (i) the Customer shall be solely responsible for identifying and establishing the appropriate Users and ensuring only Users have access to the Electronic Banking Channel and, where necessary, creating the relevant matrix or mandate in respect of Users;
- (ii) Instructions given through the Electronic Banking Channel shall be legal, valid and binding on the Customer and shall have the same legal effect, validity and enforcement as if signed in writing;
- (iii) the Bank, if it deems appropriate, may provide the Customer with Security Devices for use by the Customer to access certain Electronic Banking Channels. All title and rights in such Security Devices belong to the Bank and will remain the property of the Bank. The Customer shall return the relevant Security Device to the Bank as soon as reasonably practicable if a User's right to access the Electronic Banking Channel is cancelled and/or if otherwise required by the Bank;
- (iv) the Bank does not make any representation or warranty (whether express or implied) as to the satisfactory quality, merchantability or fitness for purpose of any Security Devices and the Bank shall not be liable for any damage to or reduction in the performance of the Customer's computer system or any part thereof or other consequence arising from the use of any Security Devices;
- (v) the Customer must use the Security Password as required by the Bank for Instructions using Electronic Banking Channels. Customer is responsible to keep the Security Password strictly confidential.
- (vi) information made available by the Bank through the Electronic Banking Channel may only be updated at certain intervals and as such may not reflect Instructions given or transactions made through the Electronic Banking Channel in real time; and
- (vii) The Customer acknowledges and accepts that, despite any security measures that might be taken by the Bank, the Electronic Banking Channels are open networks and means and, consequently,
  - (A) information transmitted thereon is subject to risks of misappropriation, fraud or intervention by third party;
  - (B) there is a risk to system programs and files of intrusion, piracy of data and contamination from computer viruses through the internet or other electronic network; and
  - (C) it is the responsibility of the Customer to take all appropriate measures to protect their systems, information and data in view of such risks.

- (c) *Non-preferred Channels.* Where the Customer provides an Instruction through a non-preferred Channel, the Customer acknowledges and agrees that:
- (i) the Customer accepts any risks in initiating and sending such Instruction through a non-preferred Channel (which it acknowledges is not a secure means of sending Instructions and that the Customer is using the non-preferred Channel for their own convenience and other efficiency benefits), including the risk that an Instruction may be incomplete or inaccurate, fraudulently or mistakenly given or altered or not otherwise authorised by the Customer or not received in whole but in part by the Bank.
  - (ii) the Bank is not obliged to act on or rely upon any such Instruction; but should the Bank elect (at its discretion) to act on such Instruction, it may (but is not obliged to) carry out verification checks or other security measures as required (regardless of the nature of the transaction or arrangement or the amount of money involved); and
  - (iii) where the Bank elects to act on such Instruction, the Bank is entitled to treat such Instruction as being fully authorised by and binding on the Customer (whether or not verification checks or other security measures are carried out) as if it were given in a duly signed written Instruction.
- (d) *Recording of Communications and Submission of Original Instruction.* Either the Bank or Customer may record any telephone calls between them for quality control, security audit and legal and regulatory compliance purposes and may produce records of these communications as evidence in proceedings brought in connection with the Agreement.

The Customer agrees that the Bank may require the Customer to send original or hard copy of any Instruction given by the Customer via Electronic Banking Channels as required by the Law or where the Bank deems appropriate provided that any failure by Customer to send such original or hard copy shall not in any way affect the Customer's liability in the meantime or the validity of such Instruction or the actions performed thereunder by the Bank and the records of such Instruction via Electronic Banking Channels shall be the conclusive and binding evidence of such Instructions and transactions.

#### **1.4 Anti-Money Laundering.**

- (a) Notwithstanding any other provision contained in these Terms and Conditions to the contrary, the Bank is not obliged to do or omit to do anything if it would, or might in its reasonable opinion, constitute a breach of any anti-money laundering, counter-terrorism financing or economic or trade sanctions laws or regulations applicable to the Bank.
- (b) The Customer must forthwith provide to the Bank all information and documents that are within their possession, custody or control reasonably required by the Bank in order for the Bank to comply with any anti-money laundering, counter-terrorism financing or economic or trade sanctions laws or regulations applicable to the Bank.
- (c) The Customer agrees that the Bank may disclose any information concerning the Customer to any law enforcement entity, regulatory agency or court where required by any applicable laws.



- (d) The Customer agrees to exercise their rights and perform their obligations under the Agreement in accordance with all applicable anti-money laundering, counter-terrorism financing or economic or trade sanctions laws or regulations.
- (e) The Customer declares that Customer is acting on its own behalf and not in a trustee or agency capacity, unless otherwise disclosed to the Bank.

### **1.5 Intellectual Property.**

- (a) The Customer acknowledges and agrees that all intellectual property rights in any document, software, data, thing or process forming part of or used in relation to an Account or Service or a Channel are owned by either the Bank or its third party service provider and that the Customer does not have, and operation or use of an Account or any Service or a Channel does not give the Customer, any right, title or interest in such intellectual property right.
- (b) The Customer agrees and undertakes not to do anything which interferes with, tampers with or otherwise adversely affects any intellectual property rights forming part of or used in relation to an Account or Service or a Channel.

## **2. Bank Responsibilities**

- (a) **Bank Role.** The Bank is not acting as a fiduciary for or an advisor to the Customer in respect of the Agreement or any transaction thereunder.
- (b) **Bank Liability.** The Bank shall not be liable to the Customer or any Authorised Person for any Loss suffered or incurred or which may arise directly or indirectly in connection with an Account or any Service, save that the Bank shall remain liable to the Customer or such Authorised Person, as applicable, for any direct loss to the extent only that loss is caused by the Bank's (or its agent's) gross negligence, willful misconduct or fraud. For the avoidance of doubt, the Bank shall not be liable to the Customer or any Authorised Person for any indirect, incidental or consequential loss or damage.
- (c) **Compliance with Verification Checks and Security Procedures.** The Bank shall not at any time be obliged to carry out a Service or any part of a Service in the event that any identity checks, verification procedures or other security procedures that the Bank may, at its discretion, impose in respect of that Service have not been complied with to its satisfaction.
- (d) **Loss Due to Force Majeure Event.** Notwithstanding the foregoing, the Bank shall not be responsible or liable for any Loss incurred or sustained by the Customer due to a Force Majeure Event.
- (e) **Independent Contractors, Agents and Third Party Systems.** The Bank may use a third party or a third party system in connection with any Service. Where the Bank appoints any third party or uses any third party system, unless otherwise agreed with the Customer, the Bank will only be liable in respect of any such third party that is its agent and not otherwise. The Bank will not be liable for any Loss of the Customer where the Customer appoints or selects the third party or third party system.

## **ACCOUNTS**

### **3. Use of Account/Service**

3.1 The Bank may open and maintain one or more Accounts for the Customer from time to time as agreed by the Bank. The Customer agrees to use each Account in accordance with these Terms and Conditions and only for lawful purposes. The Bank reserves the right to investigate illegal or improper use of any Account and may close an Account, suspend Account activity or otherwise limit or cancel services to ensure compliance with these Terms and Conditions or any applicable laws.

3.2 The Customer also agrees to use all Accounts, any product or service and Electronic Banking Channel in accordance with any Specific Conditions or service guide or user manual issued by the Bank from time to time.

#### **4. Acceptance of Instruction**

4.1 The Customer hereby directs the Bank to accept and rely upon all Instructions that reasonably appear, or the Bank believes to have come from an Authorised Person as valid, duly authorised and binding upon the Customer in relation to the Accounts and carrying out any transactions or Services with the Bank.

4.2 Any changes in relation to the operation of the Account shall be effective 3 (three) working days after the Bank's receipt of written Instruction(s) and other supporting documents if needed from the Customer, unless otherwise agreed by the Bank.

#### **5. Types of Account**

5.1 The Bank may, in its sole discretion, agree to provide the Customer with one or more transactional or non-term savings Accounts or fixed term deposit or fixed term savings Accounts. The Account can be in Vietnamese Dong or foreign currencies. The use of Vietnamese Dong account by non-resident Account Holder or the use of foreign currency account by resident Account Holder shall be subject to the applicable foreign exchange control regulations.

5.2 The amount deposited on fixed term deposit or fixed term savings Accounts shall be repayable upon the maturity date or periodically, as stated on the advice of receipt issued by the Bank, together with interest up to that date at the specified rate. Partial or premature withdrawals are not permitted unless specifically allowed by the Bank at its sole discretion. Such withdrawals shall be subject to penalty charges and interest rate as determined by the Bank.

5.3 The Customer shall provide the Bank with the necessary Instructions with respect to the handling of any time or fixed term deposit or fixed term savings Account at maturity. In the absence of such Instructions, the Bank may (but is not obliged to) renew the fixed term deposit or fixed term savings Account by placing, as a fresh deposit, the principal plus accrued interest for such period as it deems fit or as permitted under the Law.

#### **6. Interest on Account**

Each Account may or may not be interest bearing as notified by the Bank to the Customer. The rate, if any, at which interest shall accrue on the amount maintained in an Account shall be as agreed between the Bank and the Customer or, where there is no such agreement, as

determined by the Bank in its discretion and notified by the Bank to the Customer from time to time.

Any interest or fees that are payable in respect of any Account or Service shall only be payable subject to such limits and restrictions as are imposed by the Law or the State Bank of Vietnam from time to time.

## **7. Deposits and Receipts**

### ***Deposits***

7.1 The Customer shall operate their Accounts and conduct deposit and withdrawal transactions through the Accounts in accordance with the Law. The Bank may refuse to accept a deposit to or to permit a withdrawal from an Account until the Bank is satisfied the deposit or withdrawal is lawful.

7.2 In connection with any cash deposit into any Account:

- (i) such deposit will be subject to such limits as the Bank may specify. The Bank shall be entitled to refuse any cash for deposit if, in its sole determination, the Bank is unable to satisfy itself as to the origin of any such cash;
- (ii) the Customer acknowledges and agrees that deposit slips are not valid receipts or documents of title. If the amount indicated on the deposit slip differs from that of the Bank's cash count, the Bank's cash count shall be final and conclusive.

7.3 In connection with any cheque deposit made into any Account:

- (i) when cheques (whether drawn on domestic or foreign banks) are deposited for credit to the Account, the Bank is not obliged to credit the Account immediately and may hold the proceeds for utilization, and not credit the Account, until and unless the cheques have been cleared and/or proceeds have been received and are considered to be Cleared Funds;
- (ii) the Bank will debit the Account with the credited amount, together with all applicable charges, interest and commissions relating thereto, if the cheque is subsequently dishonoured or unpaid for any reason;
- (iii) the Bank shall have absolute discretion to accept or refuse any cheque or financial instrument for deposit;
- (iv) the Bank may agree with relevant banks or the clearing house to vary procedures and timelines relating to the collection of returned cheques or any other item to the extent permitted by the Law. The Bank is not responsible for actions taken by such banks (or its agents) or the clearing house or for any loss or destruction of any such item in possession of such banks or the clearing house or while in transit. The Customer agrees to use reasonable efforts to assist the Bank in locating or obtaining replacement of such items lost while in the Bank's possession.

7.4 In respect of any funds received by the Bank for the Account of the Customer:

- (i) unless otherwise notified by the Bank to the Customer, any such funds shall be made available for use by the Customer in accordance with the Bank's usual policy and practice for receipt of funds;
- (ii) If any funds are in a currency in which the Customer does not have an Account, the Bank may, in its absolute discretion either (A) open a new Account in such currency for crediting such funds or (B) convert the sum received into a currency in which the Customer has an Account at the Applicable Rate;
- (iii) if the Customer instructs the Bank to deposit funds into a particular Account and the funds received by the Bank are in a currency which is different from that of such Account, the Bank shall convert the sum received into the currency of such Account at the Applicable Rate; and
- (iv) where funds credited to any Account in anticipation of receipt of funds are not actually received by the Bank, or have been credited in error or as a result of fraud, or if the Bank is obliged to return funds credited to any Account or does not receive funds for the Customer's credit on the date advised by or on behalf of the Customer or if the Bank has reasonable grounds for doing so, the Bank shall be entitled to debit any Account with the amount previously credited (where applicable, converted at the Applicable Rate) together with any applicable charges, interest and commissions relating thereto.

### ***Receipts***

- 7.5 Without prejudice to Clause 7.2.(ii), all deposits to the Bank for credit to an Account must be acknowledged by formal stamped receipt issued by an authorised officer of the Bank. The Bank shall bear no liability to account for deposits where no such receipt is issued.

## **8. Withdrawal and Payments**

- 8.1 In respect of any withdrawal from an Account or payment Instructions by the Customer, the Bank will, subject to any limit agreed or imposed by the Bank, allow a withdrawal from such Account:
- (i) if the Customer has Cleared Funds in such Account at least equal to the withdrawal amount;
  - (ii) if the withdrawal is in compliance with the Agreement and the Law; and
  - (iii) whether the relevant instrument presented to the Bank is drawn, endorsed or payable to cash, bearer or the order of the signatory or any Authorised Person.
- 8.2 The Bank may, in its sole discretion, allow a withdrawal of funds which are not Cleared Funds. If such funds are subsequently reversed or dishonoured, the Bank may exercise recourse against the Customer and the Customer will be liable for the value of the relevant debit to such Account.
- 8.3 The Bank will process any Instructions on the payment date specified by the Customer, provided the Instruction has been received by the Bank prior to the relevant Cut-off Time, the payment is within any processing limits set by the Bank or threshold or authorisation limits set

by the Customer (where applicable converted into the relevant currency at the Applicable Rate) and the Account has sufficient Cleared Funds or adequate credit arrangements in place to make the payment specified in the Instruction.

- 8.4 If an Instruction is received on or specifies a payment date falling on a non-Business Day, the payment will be processed on the next Business Day, unless otherwise agreed between the Bank and the Customer.
- 8.5 The Bank is, on receipt of an Instruction, authorised to debit the relevant Account for the amount of the payment and to deduct any applicable commission, fees, charges and expenses.
- 8.6 An Instruction, once issued and accepted by the Bank, can not be withdrawn, cancelled or amended unless by special arrangement with the Bank at its sole discretion.
- 8.7 Unless specified by the Customer in any Instruction, the Bank may determine the order of priority of any payment in any Instruction.
- 8.8 Notwithstanding any Instruction by the Customer to the contrary, the Bank reserves the right to use any third party system and any third party in the execution of any funds transfer Instruction and may otherwise use any means of executing the funds transfer Instruction which the Bank deems reasonable in the circumstances.
- 8.9 In respect of any payment:
- (i) the Customer appoints the Bank as its agent to send Instructions to a Correspondent to make a payment;
  - (ii) the Customer acknowledges and agrees that a Correspondent may charge commissions, fees or charges in making a payment to a payee's account. The Bank has no control over such commissions, fees or charges. They may either be: (A) paid by the payee separately or be deducted by the Correspondent from the funds paid to the payee's account. Where such a deduction is made by the Correspondent, the payee will receive funds less than the value amount specified in the Instruction; or (B) paid by the Customer to the Bank in accordance with the Fee Schedule;
  - (iii) a Correspondent may at any time convert a payment to its own preferred currency before effecting the payment; and
  - (iv) the Bank may receive payment of commission from or enter into commission/revenue sharing arrangements with its Correspondent, the amount of which will depend on various factors, including the volume of business between the Bank and that Correspondent.
- 8.10 In connection with any funds transfer Instruction, the Bank and any third party may rely upon the identifying number of the beneficiary, the beneficiary's bank or any third party included in the funds transfer Instruction. Further, the Customer acknowledges that the beneficiary's bank may make payment on the basis of such identifying number even if it identifies a person different from the named beneficiary, and accordingly agrees that the Customer shall be

responsible for the consequences of any inconsistency between the name and identifying number of any party in such funds transfer Instruction;

- 8.11 The Customer declares and undertakes to the Bank that any payment processed by the Bank in accordance with any Instruction, will not breach any Law, Sanction or requirement of any competent Authority or any term of the Agreement, and that the Customer will not make or allow to be made any payment for any illegal or fraudulent purpose.

## **9. Locking, Blockade of Account, Dormant Account**

### ***Locking, Blockage of Account***

9.1 The Bank may temporarily lock or block in whole or in part any Account in the following cases:

- (i) Upon a decision or written request of a competent authority as provide for in the applicable laws and regulations;
- (ii) An error or mistake in crediting to the Account is found or receipt by the Bank of a request for refund of money by the remitting bank in relation to the mistakenly credited amount;
- (iii) If the Bank, in its absolute discretion, determines that there is a sign of fraudulence, breach by Customer of the Agreement, the Law or any regulations in relation to the Account;
- (iv) Receipt by the Bank of a written notice from one of the Joint Account Holders informing any dispute amongst the Joint Account Holders in relation to the Joint Account;
- (v) At a written request of the Customer; and
- (vi) Other cases as stipulated by the Law.

9.2 The locking or blockage of Account shall cease to take effect in one of the following cases:

- (i) Expiry of the blockage period;
- (ii) At the written instruction of the competent authority on the cessation of the Account blockage;
- (iii) Any error or mistake of remittance has been remedied to the satisfaction of the Bank;
- (iv) As decided by the Bank, at its absolute discretion, that no act of fraudulence or breach of laws in regard of the Account has occurred, or if any, has been remedied;
- (v) A written notice made by all Joint Account Holders informing that the dispute has been solved; or
- (vi) As decided by the Bank if a breach of this Agreement has been remedied to the satisfaction of the Bank.



### **Dormant Account**

- 9.3 An Account shall be deemed to be a dormant account if there is no transaction (except for any debit of bank fees or charges) on such Account for a period of 6 months. If an Account becomes dormant account, the Bank may:
- (i) Serve a notice to the Customer on such dormant account and close such Account after 30 days from the date of the notice; and/or
  - (ii) Apply additional charges and fees on the dormant account and debit such charges and fees to the balance of the dormant account.
- 9.4 Upon the closure of the Account, any credit balance in the Account (less any banking charges) shall be dealt with by the Bank in accordance with Clause 20.3.

### **10. Closure of Account**

The Bank may close any Account in the following cases:

- (i) Upon written request of the Customer; or
- (ii) When the Customer dies, is declared to have been died, is missing or loses their civil act capacity; or
- (iii) When the Customer breaches any Law in relation to payment activities or any provision of these Terms and Conditions or the Agreement; or
- (iv) The Account does not meet the minimum balance as required by the Bank from time to time; or
- (v) In accordance with Clause 9.3 or Clause 20 of these Terms and Conditions; or
- (vi) Other cases as stipulated by Law.

### **11. Joint Account**

- 11.1 The Joint Account Holders have equal rights and obligations toward their Joint Account and the use of the Joint Account must be consented by all Joint Account Holders.
- 11.2 Unless otherwise as agreed in writing by all Joint Account Holders and accepted by the Bank, any Instruction in respect of a Joint Account must be issued by all Joint Account Holders.
- 11.3 The Joint Account Holders may authorize each other or other persons to use and dispose of their Joint Account within the ambit of their rights and obligations. The authorization must be made in writing.
- 11.4 In case a Joint Account Holder dies, is declared to be dead, is missing, is insane or otherwise legally incompetent to operate the Joint Account, the rights to use the Joint Account and the obligations arising from the use of such Joint Account shall be settled in accordance with the Law. In any circumstances, the death, or is declared to be dead, or missing or other disability of one Joint Account Holder will not affect the liability of another Joint Account Holder.

- 11.5 (i) Any and all obligations of the Joint Account Holders however arise, under the Joint Account are joint; (ii) each Joint Account Holder is liable for all obligations under the Joint Account; (iii) no Joint Account Holder may make or enforce any claim or right against any other Joint Account Holder in competition with the Bank, whether in respect of any payment under the Joint Account or otherwise; and (iv) no Joint Account Holder will take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Bank in connection with the Joint Account.
- 11.6 Notwithstanding other provisions of this Clause 11, if the method of signing or operation of a Joint Account is “single” or “singly” as selected by the Customer in the Account Opening Documentation or as instructed in any other document to the Bank, each of the Joint Account Holder shall have absolute rights and discretion to debit or credit such Joint Account as if such person were the sole owner of such Joint Account. This provision applies even in case a Joint Account Holder dies, is declared to be dead, is missing or loses his civil act capacity.
- 11.7 The Bank shall be entitled to debit the Joint Account with any charges, fees and penalties payable for the Service rendered, or costs incurred or in connection with any issued cheques (whether or not rendered or incurred for all the Joint Account Holders) in such amount as it may determine at its discretion.

## **CHEQUES SERVICES**

### **12. Issuance and Use of Cheques**

- 12.1 Where the Bank has agreed to provide the Customer with cheque services in respect of an Account, the Bank shall provide cheques to the Customer upon request of the Customer. The Customer shall ensure that cheque book(s) shall be kept in safe at all times and, as necessary, under lock and key so as to be inaccessible to unauthorised persons. The Customer shall notify the Bank immediately of the loss or theft of any cheque and shall destroy or return to the Bank any unused cheques and related materials upon the termination of such Account. The Customer acknowledges that if any third party becomes a holder of a cheque, it may be entitled to enforce payment against the Bank.
- 12.2 Applications for a new chequebook may be made by presenting to the Bank a duly completed and signed chequebook application in format acceptable to the Bank. The Bank, at its discretion, may refuse to issue a chequebook. The Bank shall, once accepted a chequebook request, deliver the required chequebook to the Customer at the transaction centre, any branches or any transaction offices of the Bank. The Customer will sign a receipt for the chequebook. Upon receipt of a new chequebook, the Customer must verify the cheque serial numbers printed on the cheques as well as the number of cheques before use. Any irregularities must be immediately reported to the Bank.
- 12.3 Cheques must be drawn in Vietnamese dong or in other foreign currencies subject to the Law. A cheque shall only constitute the Bank’s guarantee to the payee that the cheque will be honoured if the Bank has signed and stamped the reserve of cheque and marked it “good for payment” and it is properly presented at the relevant branch of the Bank at which the Customer’s Account is maintained.

- 12.4 Cheques must be presented for payment within 30 (thirty) calendar days from the date of issuance (or on the next business day if such expiry date falls on a weekend or public holiday) or within a period as may be otherwise required by the Law from time to time.
- 12.5 Cheques issued by the Customer can only be cashed out or be transferred to a designated account when being presented at the transaction centre, any branches or any transaction offices of the Bank.
- 12.6 All cheques must be written in non-erasable ink or ball-point pen in Vietnamese or English and be signed in conformity with the specimen signature registered with the Bank.
- 12.7 The Customer should exercise carefully when withdrawing cheques and agrees that Customer will not withdraw cheques by any means and/or in any manner which may cause a cheque to be altered or may render it at risk of fraud or forgery.
- 12.8 Cheques may not be altered or amended in any way even if such alteration or amendment is confirmed by the signature or initials of the drawer. The Customer acknowledges that the Bank will not be held responsible for losses or damages arising from alterations which cannot be readily and apparently detected.
- 12.9 The Customer agrees that they will be bound by the conditions printed on the inside cover of the chequebook and by other conditions in force.
- 12.10 The Bank shall be entitled to require the Customer to take such steps as may be necessary or desirable in the discretion of the Bank to ensure that all cheque transactions comply with the Law and/or any clearing system established in Vietnam.
- 12.11 In relation to foreign currency cheques only, the Customer undertakes only to use cheques in accordance with Law which imposes certain restrictions on making payments in Vietnam in foreign currency. The Bank has no responsibility to ensure a payment is lawful but may refuse to make a payment if the Bank is not satisfied that it is lawful.
- 12.12 The Bank shall not be liable to the Customer or any other person if, in fact, a cheque was not properly authorised by the Customer or the person to whom payment is ultimately made is not entitled to receive such payment or if the Bank would have been entitled to dishonour the cheque for any other reason.
- 12.13 The Bank shall not be liable to indemnify the Customer for any loss or damages suffered by the Customer as a result of any fraudulent or forged cheque being honoured by the Bank except in circumstances where the Bank has received advice in accordance with these Terms and Conditions that that cheque had been lost, destroyed or stolen and that it should be stopped prior to the Bank's honouring the cheque.
- 12.14 The Bank reserves the right to impose a service charge in respect of returned or overdrawn cheques and to apply any further penalties or sanctions permitted or required by the Law.
- 12.15 The Customer may not draw against uncleared cheques or deposits. The Bank will have the right to determine when a cheque or deposit has been cleared.



- 12.16 If any amounts are credited to the Customer's Account in reliance on a cheque which is subsequently dishonoured or otherwise proves to be wrongly credited, the Bank shall be entitled to debit the relevant amount including any interest or other charges to be relevant Customer's Account without further notice to the Customer.
- 12.17 The Customer acknowledges that any cheque service is subject to any threshold or authorisation limits set by the Customer (where applicable, converted into the relevant currency at the Applicable Rate).
- 12.18 The Bank will not be responsible to the Customer if a cheque or other Instrument sent for collection is not collected or paid. The Customer may not draw upon these funds until collected. If the Bank agrees to credit the Customer's Account or otherwise in the respect of cheques, or any Instrument delivered to the Bank for collection prior to such funds are actually collected, every such credit shall constitute an advance repayable on first demand to the Customer until the Bank receives and continues to be entitled to retain actual payment in cash in respect of such Instruments.

## **COMMISSIONS, FEES, CHARGES, EXPENSES AND TAXES**

### **13. Commissions, Fees, Charges and Expenses**

- 13.1 The Customer shall pay, without set-off, deduction or counterclaim, all commissions, fees, charges and expenses in respect of each Account and Service at such rates and at such times as notified by the Bank to the Customer, including where applicable as provided in any Fee Schedule.
- 13.2 The Bank may debit such fees, charges and expenses to the Customer's Account without obtaining further authority from the Customer notwithstanding that such debiting would result in or increase a debit balance in such Account. All fees/charges as published in the Bank's Fee Schedule are subject to change without notice.
- 13.3 Unless otherwise agreed with the Bank, no invoice for any commissions, fees, charges and expenses will be issued by the Bank. Any such commission, fee, charge or expense deducted from an Account shall be reflected in the relevant Account Statement.

### **14. Taxes**

- 14.1 The Customer will pay all Taxes applicable to it and payable in connection with any Account or Service and, where applicable, the Bank may debit any amounts from an Account for the payment of such Taxes.
- 14.2 The Bank may be required by law or agreement or arrangement with any local or foreign authority to deduct or withhold from payments made to the Customer in connection with an Account. Where the Bank is required to make a deduction or withholding, the Customer acknowledges and agrees that the relevant payment will be reduced by the amount of that deduction or withholding and authorises the Bank to deduct such amounts from the Customer's Account. The Customer indemnifies the Bank against any loss the Bank suffers or cost the Bank incurs as a result of such deduction or withholding.

- 14.3 If the Customer is required to make a deduction or withholding for or on account of Tax by law, the sum payable by the Customer to the Bank (in respect of which such deduction is required to be made) shall be increased to the extent necessary to ensure that the Bank receives a sum net of any deduction or withholding equal to the sum which it would have received had no such deduction been made or required to be made. The Customer shall make that deduction and any payment required in connection with that deduction within the time allowed and in the minimum amount required by law.

## **ACCOUNT STATEMENT AND ADVICES**

### **15. Account Statement and Advices**

- 15.1 The Customer agrees that Account Statements or confirmation advices may be provided to the Customer via the selected Channels in paper or electronic format (as selected by the Customer in the Account Application Documentations) or made accessible to the Customer at monthly or such other intervals as the Bank may agree with the Customer.
- 15.2 The Customer shall verify the correctness of each Account Statement or confirmation advice received from the Bank and, unless the Customer informs the Bank in writing within 15 days of the date of each Account Statement or confirmation advice of any error, irregularities, omissions, inaccuracies or discrepancies in the entries therein, such entries shall be deemed correct and shall be conclusive. If the Customer fails to inform the Bank within the stated period, then the Bank may assume that the said statement and/or advice is accurate and the Customer shall waive, any rights to which they may be entitled in respect of any defect in the Account Statement and/or advice and any action taken by the Bank which resulted in such defect.
- 15.3 Notwithstanding Clause 15.2 above, the Bank may at any time rectify errors or omissions in any statement or confirmation advice which, once so rectified, shall be binding on the Customer. The Bank has the right to demand the refund of and/or to debit any Account for any overpayment arising from such errors or omissions.
- 15.4 The Bank reserves the right to suspend or stop the issuance of Account Statement or confirmation advice of any account suspended or blocked until the Bank receives further valid Instructions from the Customer to reactivate the Account. There will be no further Account Statement or confirmation advice issued in relation to account closed.

## **OVERDRAFTS, INDEMNITY, SET-OFF AND INFORMATION DISCLOSURE**

### **16. Overdraw and Overdraft**

- 16.1 Account may not be overdrawn under any circumstances, unless by prior arrangement of establishing an overdraft limit on the Account with or authorized by the Bank at its sole discretion.
- 16.2 In the event that an Instruction in relation to, or a transaction on, an Account would overdraw an Account or exceed an agreed overdraft limit, the Bank is not obliged to (but may should it in its sole and absolute discretion determine to) effect such Instruction or transaction. The

Customer shall immediately pay sufficient funds into the applicable Account to cover any overdrawn amount in excess of a zero balance or, if applicable, any overdraft limit agreed between the Bank and the Customer.

- 16.3 The Customer acknowledges that the Bank shall charge interest and fees on any amount in debit, including any overdrawn amounts or overdraft, at such rate as notified by the Bank to the Customer, which shall accrue on a daily basis. Notwithstanding the foregoing, a specific overdraft facility may be extended by the Bank at its sole and absolute discretion and upon such terms and conditions as may be agreed between the Bank and the Customer.

## **17. Indemnity**

- 17.1 *Indemnity for Loss.* The Customer irrevocably and unconditionally agrees to indemnify and keep indemnified and hold harmless the Bank and its directors, officers, employees, agents and representatives fully and completely at all times from and against any and all Loss which the Bank and its directors, officers, employees, agents and representatives may suffer, incur or sustain in connection with (i) the Bank providing any Account or any Services to the Customer (ii) Customer's use of the Account or Service (iii) failure by the Customer (or their Authorised Person) to perform or observe any of their obligations under the Agreement (iv) the Bank acting or declining to act on the Customer's Instructions or any Instruction or request which the Bank reasonably believes to be given by or on behalf of the Customer irrespective of the Channel used. For the avoidance of doubt, the foregoing indemnity shall include, without limitation, any liability for legal cost, tax and any deficit balances and unrealised losses in any Account.

- 17.2 *Currency Indemnity.* Each amount due and payable by the Customer to the Bank under the Agreement will be made in the Agreed Currency. If for any reason the amount so received by the Bank (converted at the Applicable Rate where applicable) falls short of the amount in the Agreed Currency payable to the Bank, the Customer will, to the extent permitted by the Law, immediately pay such additional amount in the Agreed Currency (converted at the Applicable Rate) as may be necessary to compensate for the shortfall.

## **18. Set-off**

- 18.1 The Bank may, at any time without notice to the Customer, set-off any debts owed by the Customer to the Bank or any of its affiliates against any debts owed by any branch or office of the Bank or any of its affiliates to the Customer. For the purposes of effecting any set-off under the Agreement, any obligation of the Customer shall become immediately due and payable.

- 18.2 The right set out in Clause 18.1 above applies irrespective of the currency in which such debts are owed and whether or not the Bank's or the Customer's debts are present or future, matured or unmatured, actual or contingent and whether such liability is several or joint with another or as principal or surety.

Where the exercise of a right of set-off involves a currency conversion, the Bank shall apply a currency conversion rate that it considers reasonable. If any debt is unascertained, the Bank may, in good faith, value that debt.



18.3 Nothing in this Clause 18 will be effective to create any security interests. This Clause 18 will be without prejudice and in addition to any right of set-off, offset, combination of accounts, lien, right of retention or withholding or similar right or requirement to which any party is at any time otherwise entitled or subject (whether by operation of law, contract or otherwise).

## 19. Disclosure of Information

19.1 The Customer agrees and acknowledges that the Bank is authorised to disclose any information regarding the Customer (including, without limitation, relating to any of their transactions, financial condition, Account(s) and Services) to any or all of the following persons:

- (i) any actual or proposed assignee of the Bank, or participant or sub-participant in or transferee of any of its rights in relation to the Customer under a duty of confidentiality to the Bank or any ANZ Group Member;
- (ii) the Bank's head office, offices, branches, subsidiaries, associated or affiliated entities ("**ANZ Group Members**"), employee or agent of the Bank;
- (iii) any auditors or professional advisers of the Bank or any ANZ Group Member under a duty of confidentiality to the Bank or any ANZ Group Member;
- (iv) any agents or third party service providers of the Bank or any ANZ Group Member who are under a duty of confidentiality to the Bank or any ANZ Group Member;
- (v) any relevant authority or other person with lawful or regulatory authority as the Bank shall in its absolute discretion deem necessary or desirable from time to time;
- (vi) any person when required to do so pursuant to subpoena or other court process issued out of any applicable jurisdiction;
- (vii) any person when otherwise required to do so in accordance with the laws of any applicable jurisdictions; and
- (viii) any local or foreign authority with whom the Bank or any ANZ Group Member has an agreement or arrangement which requires customer or Account information to be disclosed, whether the disclosure is made directly by the Bank or through another ANZ Group Member.

19.2 The Customer also agrees and acknowledges that any ANZ Group Member may transfer any of the above information to any party referred to above to whom it is authorised to disclose the same notwithstanding that such party's principal place of business is outside of the Customer's country of domicile or that such information following disclosure will be collected, held, processed or used by such party in whole or part outside of the Customer's country of domicile.

## TERMINATION AND SUSPENSION

### 20. Termination

- 20.1 *Termination by Notice.* Subject to Clauses 20.2 and 20.3, either the Customer or the Bank may terminate an Account or Service by providing the other party with not less than thirty (30) calendar days' prior written notice.
- 20.2 *Termination with Immediate Effect.* The Bank may terminate an Account or Service in writing with immediate effect, without any liability (i) in the event of the occurrence of a Termination Event in respect of the Customer, (ii) if the Customer fails to provide the Bank with any information requested in accordance with these Terms and Conditions, (iii) if the Customer fails to comply with any laws, sanction or requirement of any local or foreign government agency or revenue authority (iv) if in the Bank's opinion acting under the Customer's Instruction or providing any Account or Service to the Customer would cause the Bank to be in breach of any laws, sanction or requirement of any competent authorities or (v) if the Bank is required to do so in compliance with any laws, sanction or requirement of any competent authorities including without limitation to any local or foreign government agency or revenue authority or the Bank's internal policy. Upon such termination, any obligation due by the Customer to the Bank shall become immediately due and payable.
- 20.3 *Consequence of Termination.* Upon termination of an Account or Service:
- (i) the Bank may debit to the Customer's Account any and all charges and expenses in connection with such termination and any amount owing by the Customer to the Bank under the Agreement; and
  - (ii) if there remains a credit balance after such debiting, the Bank may at its discretion transfer such credit balance by such means of remittance as the Bank deems appropriate to such account (including an Account with another branch of the Bank) as it deems fit or by means of a draft payable to the Customer, mailed to the Customer at their last known address, at the Customer's own risk.

## **21. Suspension**

- 21.1 In addition to the rights the Bank may have under Clause 9 and Clause 10, the Bank may suspend an Account or a Service in whole or in part (without prejudice to its right under Clause 20.2) for any reason without prior notice to the Customer including, without limitation, where:
- (i) an Account or the provision of any Service is the subject of any dispute or third party claim;
  - (ii) the Bank considers there is an insufficient balance as required in an Account;
  - (iii) the Bank considers it necessary to protect the interests of any party in respect of an Account or the provision of any Service;
  - (iv) the Bank considers it necessary to clarify the authority of an Authorised Person (if any);
  - (v) the Bank considers that an Account or a Service is not being operated in a satisfactory manner; or
  - (vi) a Termination Event or Potential Termination Event has occurred or is suspected to have occurred.



The Bank will, to the extent permitted by Law, advise the Customer as soon as practicable if an Account or provision of Service is suspended.

- 21.2 Any termination or suspension of an Account or a Service shall be without prejudice to any outstanding Instruction or any right or obligation which may have arisen between the Bank and the Customer prior to such termination or which is expressed in these Terms and Conditions to survive termination of the Agreement.

## GENERAL PROVISIONS

### 22. Notices, Correspondence and Communication

- 22.1 Any notice, correspondence or other communication from the Bank to the Customer in respect of the Account, Services or these Terms and Conditions may be given in any manner set forth below to the address, telephone/fax number or email set out in the Account Opening Documentation, and will be deemed effective as indicated:

- (i) if in writing and delivered in person or by courier, on the date it is delivered;
- (ii) if sent by fax transmission, on the date that transmission is received in legible form;
- (iii) if sent by certified or registered mail (airmail, if overseas) or equivalent (return receipt requested), on the date that mail is delivered or its delivery is attempted; or
- (iv) if sent by email, SMS or other electronic means, on the date it is delivered, unless the date of that delivery (or attempted delivery) or the receipt, as applicable, is not a Business Day or that communication is delivered (or attempted) or received, as applicable, after the close of business on a Business Day, in which case that communication shall be deemed given and effective on the first following day that is a Business Day.
- (v) (A) if displayed on the Bank's website at [www.anz.com/vietnam](http://www.anz.com/vietnam), 30 days from the date of displaying on such website; (B) if displayed in any of the Bank's branches or offices in Vietnam, 30 days from the date of such display; or (C) if displayed by advertisement in major daily or national newspapers or mass media, 2 days from the date of such advertisement.

- 22.2 The Bank shall not be obliged to ensure the Customer has actually received such notice/correspondence/communication. If the Customer has not received the relevant notice/correspondence/communication, it shall be the Customer's responsibility to inform the Bank and to request another copy.

- 22.3 In the event that the Bank receives ambiguous or conflicting Instructions from the Customer, the Bank shall use its discretion to carry out the Instructions and shall not be held liable to the Customer for such act.

- 22.4 The Customer agrees the Bank may send any advertisement or notice in relation to its products or services to the Customer on the same manner provided in this Clause. The Customer may refuse to receive such advertisement or notice by notifying to the Bank.
- 22.5 For Joint Account regardless of singly or jointly signing method, all Joint Account Holders agree that the Bank reserves the entire right to send any notice, correspondence or other communication in respect of the Joint Account, the Services or this Agreement to any of the Joint Account Holders and such notice, correspondence or communication shall be



deemed to have been sent to and received by all Joint Account Holders and binding upon them in accordance with this Agreement.

### **23. Modification and Waivers**

23.1 The Customer agrees that the Bank may vary the Agreement at any time by notice to the Customer and, unless the Customer notifies the Bank before the stated or prescribed effective date of the variation that such variation is unacceptable, the Customer accepts and agrees to such variation. The use of Services and Account by the Customer after the effectiveness of modification as provided for in the Bank's notice shall constitute acceptance by the Customer to be bound by such modifications.

23.2 *Waiver.* Waivers of any of the Bank's rights or powers and consents by the Bank shall only be valid if signed on behalf of the Bank in writing.

### **24. Transfers**

24.1 *Transfer by Customer.* The Customer may not transfer or assign any of their rights and obligations under the Agreement without the prior written consent of the Bank.

24.2 *Transfer by Bank.* The Bank may assign, novate, transfer or otherwise deal with all or any of its rights and/or obligations under the Agreement without the Customer's (or any other person's) consent. The Customer agrees to comply with any reasonable request the Bank may have to give effect to such assignment, novation or transfer, including executing any documents or performing any action as the Bank may require in this regard.

### **25. Invalid, Illegal or Unenforceable Provisions**

The invalidity, illegality or unenforceability of a provision of the Agreement does not affect or impair the continuation in force of the remainder of the Agreement. The Customer agrees that the Bank may substitute any invalid or unenforceable provision with a valid and enforceable provision which achieves, to the greatest extent possible, the economic, legal and commercial objectives of the invalid or unenforceable provisions.

### **26. Exercise of Rights and Remedies**

A failure to exercise or delay in exercising a right or remedy provided by the Agreement or by law does not impair or constitute a waiver of the right or remedy or an impairment of or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by the Agreement or by law prevents further exercise of the right or remedy or the exercise of another right or remedy. For avoidance of doubts, the Bank's rights, powers and remedies shall continue in full force and effect until such rights are specifically waived by an instrument in writing executed by the Bank.

### **27. Governing Law and Jurisdiction**

These General Terms and Conditions, the Agreement, and all commercial and financial rights and liabilities and other matters arising between the Bank and the Customer connected with



the operation of an Account or the provision of a Service shall be governed by the laws of Vietnam.

## **28. Waiver of Immunity**

The Customer irrevocably waives any immunity the Customer may have in any jurisdiction from legal proceedings, attachment before or after judgment or execution judgment.

## **29. Language**

These Terms and Conditions and the Agreement are made in Vietnamese and English. To the extent that the Vietnamese version is inconsistent with the English version, the English version shall prevail unless otherwise required by Law.

## **30. Disclaimer**

- 30.1 Transacting or opening an account in a jurisdiction where you are not a resident may expose you to additional risk. Such jurisdiction may be subject to rules which may offer different or diminished investor protection. Your local regulatory authority will be unable to compel the enforcement of local rules in other jurisdictions where your transactions have been effected. Before you transact or open an account in another jurisdiction, you should familiarise yourself with any applicable rules in that particular jurisdiction, consulting your own professional advisers as may be necessary, notably for details about any types of redress available to you.
- 30.2 Different jurisdictions may decide to impose exchange controls or other limitations or restrictions. This may cause payments to be made to you in the local currency instead of the original invested or deposited currency. This may also result in the inability to perform outward remittances of funds from such a jurisdiction, which can affect the value of your investment or deposit or your ability to enjoy its benefit.
- 30.3 **ANZ Bank (Vietnam) Limited (“ANZ”) is a subsidiary of Australia and New Zealand Banking Group Limited (ANZBGL). ANZBGL is incorporated in Australia, and is an authorised deposit taking institution (Bank) under Australian law. ANZ is incorporated and licensed in Vietnam with limited liability, and is not a Bank under Australian law. Deposits or liabilities with ANZ are not deposits or other liabilities of ANZBGL or its related group companies, and none of them stand behind or guarantee ANZ.**

## **ANZ VISA DEBIT CARD TERMS AND CONDITIONS (“Debit Card Conditions”)**

### **DEFINITION**

**Card Holder** means the Customer to whom ANZ issued a Debit Card.

**Debit Card** means the ANZ Visa Debit Card issued to the Card Holder by ANZ linked to the Card Holder’s Account at ANZ.

**Chip** means any electronic microchip embedded in the Debit Card.

**Card Verification Value 2 (CVV2)** means a 3-digit number printed on a card for security purposes



**EFTPOS** is Electronic Funds Transfer at Point of Sale, a retail facility which allows the Card Holder to debit the cost of their purchase to their Account by using their Debit Card.

**merchant** means a goods or services provider who accepts payment by the Debit Card.

**PIN** means personal identification number, that is, the code of numbers that Card Holder uses with their Debit Card through Electronic Banking Channel.

**PLUS** is an international ATM network of Visa through which Card Holder can access available funds in their Account by using their Debit Card and PIN whilst being abroad.

## **USE OF DEBIT CARD**

### **1. Transactions using Debit Card**

- 1.1 Card Holder must not use the Debit Card for payment of any unlawful purpose, including the purchase of goods or services prohibited by Law.
- 1.2 ANZ may debit the Card Holder's Account with all transactions authorised by Card Holder or any other Joint Card Holder. Such authorisation can be made by:
  - (i) using the Debit Card, alone or together with the PIN, via any relevant Electronic Banking Channel;
  - (ii) presenting the Debit Card to a merchant and signing a voucher or other documentation acceptable to ANZ authorising the transaction;
  - (iii) providing the Debit Card details (without physically presenting or sweeping the card) to a merchant or to any other party to whom payment is to be made, either directly or via a third party, in a manner acceptable to ANZ;
  - (iv) transferring funds electronically using relevant Electronic Banking Channel.
- 1.3 When Card Holder authorises a transaction, the Card Holder agrees to pay the amount of that transaction.
- 1.4 All transactions are effective as at the date of the transaction and will be processed to the Account on the date they are received by ANZ. The date that ANZ receives a transaction for processing may not be the date the transaction was made.
- 1.5 The Debit Card will normally be honoured by financial institutions and merchants displaying the Visa card symbol. However, there is no warranty that all goods and services available at those premises may be purchased with the Debit Card.
- 1.6 ANZ does not accept any liability:
  - (i) if any financial institution or merchant displaying a Visa symbol refuses to accept or honour a Debit Card;
  - (ii) for goods or services purchased with a Debit Card; and
  - (iii) if charges for goods and services purchased with a Debit Card varies from same goods and services purchased with cash.
- 1.7 Any complaints about goods or services purchased with a Debit Card must be resolved directly with the merchant concerned.

### **2. Using the Debit Card outside Vietnam**

- 2.1 Card Holder cannot use their Debit Card to make deposits or transfer funds between Accounts at overseas PLUS ATMs unless agreed and permitted by ANZ.
- 2.2 *Fees and Charges:* Transaction fees and currency conversion fees apply for the use of PLUS ATMs overseas. If the amount of the transaction is more than the available balance, the transaction may be declined and a fee will be charged.



- 2.3 *Surcharging:* Some overseas ATM locations may impose a surcharge when Card Holder uses their Debit Card to make a withdrawal. Surcharges will not appear as a separate item on the Account Statement, but will be included in the total transaction amount shown.

*Exchange Rates and Conversions:* All transactions will be converted into Vietnamese Dong by Visa in accordance with its rules. Transactions will either be converted directly to Vietnamese Dong or will be first converted from the currency in which the transaction was made to United States dollars and then converted to Vietnamese Dong at the rate as determined by Visa.

### **3. Electronic Instructions**

- 3.1 The Card Holder authorises ANZ to act on the Instructions given by them using any Electronic Banking Channel (“**Electronic Instruction**”). Any Electronic Instruction made by the Card Holder shall be binding the Card Holder and cannot be cancelled, altered or changed unless allowed by ANZ.
- 3.2 If Card Holder makes a cash withdrawal from an Account by making an Electronic Instruction and there is a difference between the amount of cash received and the amount shown on the receipt, Card Holder must report this to ANZ and to the merchant (if applicable) as soon as possible. ANZ accepts no liability if Card Holder fails to report promptly on such difference.
- 3.3 If Card Holder makes a deposit of funds to an Account by making an Electronic Instruction and there is a difference between the amount recorded as having been deposited and the amount ANZ receives, the amount ANZ receives shall be final and conclusive.
- 3.4 If Card Holder make a payment or any transaction by an Electronic Instruction to any merchants or by disclosing details of its Debit Card to such merchant (without physically presenting or sweeping the Debit Card), the Card Holder agrees that it understands and accept the risks associated with such actions and shall release and hold ANZ harmless from any losses or damages Card Holder may incur arising in relation to such instructions or disclosure.
- 3.5 ANZ is not liable for the refusal of any merchant to accept an Electronic Instruction.

### **4. Additional Debit Card**

- 4.1 ANZ may issue an additional Debit Card to any other Joint Account Holder if such Joint Account Holder meets the requirements as solely decided by ANZ from time to time.
- 4.2 Any and all obligations of the Joint Account Holders however arise, under the Joint Account and on the Debit Card are joint.
- 4.3 The rights and obligations of the Joint Account Holders in connection with the Account and the Debit Card shall be subject to the provision on Joint Account as stipulated in the ANZ General Terms and Conditions – Retail Banking.

## **ESSENTIALS ON THE DEBIT CARD**

### **5. Debit Card Validity and Expiry**

The Debit Card remains ANZ's property at all times.

A Debit Card must be signed immediately by the person in whose name it has been issued and must only be used within the validity periods as shown on the Debit Card. For security reasons Card Holder must, as soon as the Debit Card expires, destroy it by cutting it (including an embedded microchip on the Debit Card) diagonally in half.

### **6. Daily Withdrawal Limit**

For security reason, the Bank may impose a certain daily limit on the use of Debit Card at its sole discretion. Daily limit may also be imposed by ANZ and merchant if Card Holder is using



Electronic Instruction. Card Holder may request to change such daily limit at relevant ANZ branch. Card Holders agree that they understand all risks associated with such increase and shall be liable for all losses and damages they may incur arising from or in connection with such increase.

## **7. No Credit on the Debit Card**

7.1 ANZ does not provide any credit in respect of the Debit Card. Selecting the “credit” button in ATMs or EFTPOS terminals when Card Holder uses their Debit Card to make withdrawals or purchases gives Card Holder access to the funds available in their Account and does not provide them with any credit in respect of the Account.

7.2 If Card Holder requests or authorises a withdrawal or payment from their Account which would overdraw their Account, ANZ may, in its discretion, allow the withdrawal or payment to be made on the following terms:

- (i) interest will be charged daily on the overdrawn amount;
- (ii) an overdrawn fee may be charged;
- (iii) Card Holder must repay the overdrawn amount and any accrued interest on that amount and the overdrawn fee no later than 5 days after such overdraw is made. Failure to do so, ANZ will be entitled to debit any of the Card Holder’s account(s) with ANZ for such payment. Card Holder shall be liable for any interest accrued to the date ANZ has fully collected the overdrawn amount.

## **8. Debit Card Reissuance and Replacement**

If the Debit Card becomes faulty or damaged, the Card Holder may order a replacement Debit Card at any ANZ branch. A fee may be charged for such replacement. ANZ reserves the right not to reissue a Debit Card to the Card Holder without giving any reason.

## **DEBIT CARD SECURITY**

### **9. Keeping Debit Card, Password and PIN secure**

9.1 Account Holders must observe the following requirements to keep their Debit Card secure:

- (i) sign the back of the Debit Card immediately upon receipt;
- (ii) on the expiry date destroy the Debit Card by cutting it (including any chip on the Debit Card) diagonally in half;
- (iii) not let anyone else use their Debit Card;
- (iv) take reasonable steps to protect their Debit Card from loss or theft; and
- (v) notify ANZ immediately when Card Holder becomes aware that their Debit Card has been lost or stolen, or their Debit Card or the Account details have been used by someone else without their authority.

9.2 Card Holder must keep their password and PIN secure. Card Holder must not:

- (i) disclose their password or PIN or CVV2 code to any other person;
- (ii) allow any other person to see them entering, or overhear them providing, their password or their PIN or CVV2 code;
- (iii) record their password, PIN or CVV2 code on their Debit Card or on any article carried with or placed near their Debit Card that is liable to loss, theft or abuse at the same time as their Debit Card regardless how well their password or PIN is disguised.

9.3 If the Debit Card contains a Chip, Card Holder must ensure that it is protected at all times from misuse, damage, destruction or any form of unauthorised use. Only Card Holder can use

the Chip for any of the available services. Their Debit Card may be subject to forfeiture if the Chip is used by anyone other than the Card Holder.

- 9.4 Card Holders are fully aware that their failure to observe the security requirements mentioned in this clause may increase their liability for any unauthorised use of their Debit Card. Card Holders shall discharge ANZ from any liability for any loss they incur as a result of or in connection with such failure.

#### **10. Lost or Stolen Debit Cards, Password or PIN**

- 10.1 Card Holder must report to ANZ immediately when their Debit Card has or may have been lost or stolen and the Debit Card will be cancelled as soon as the report is made. If Card Holder recovers the lost or stolen Debit Card, they must destroy the Debit Card by cutting it (including an embedded microchip on the Debit Card) diagonally in half and return it to an ANZ branch as soon as possible. Card Holder must not use the Debit Card once the report is made.
- 10.2 Card Holder must report to ANZ immediately when they become aware or suspect that their password, username, PIN or Card Holder Registration Number (CRN) is disclosed or used without their authority. Card Holder must not then continue to use their password, username, PIN or CRN. ANZ will cancel it and arrange for Card Holder to select a new username, password, PIN, or to be provided with a new CRN.
- 10.3 Transactions which are made before the ANZ's receipt of the Card Holder's notice or request to block the Debit Card shall be considered as legitimate and completed transactions notwithstanding the payment of those transactions are not debited to the Debit Account and Account at such time. ANZ assumes no responsibility for any transactions made prior to its receipt of a notice or valid data message in relation to such transactions.

### **UNAUTHORISED TRANSACTION**

#### **11. When ANZ is liable**

ANZ will be liable for losses incurred by the Card Holder that:

- (i) are caused by the fraudulent or negligent conduct of ANZ's employees or agents or companies involved in networking arrangements;
- (ii) arise from transactions that require the use of any Debit Card, password or PIN that occur before Card Holder has received or selected the Debit Card, password or PIN (including a reissued Debit Card, password or PIN);
- (iii) result from an unauthorised transaction that occurs after ANZ has duly received notice from Card Holder that their Debit Card has been misused, lost or stolen or that the security of their password or PIN has been breached; or
- (iv) result from an unauthorised transaction if it is clear that Card Holder has not contributed to the losses.

#### **12. When the Card Holder is liable**

- 12.1 Card Holders shall be liable if they contributed to the loss arising from the unauthorised transaction:
- (i) through their own fraud;
  - (ii) by breaching any security requirements of Debit Card provided in Clause 9 above, or by otherwise acting with extreme carelessness to protect the security of their Debit Card, password or PIN.

In all cases, the Card Holder is liable for the actual losses which occur before ANZ has duly received notice of the loss or disclosure of their password or PIN.

- 12.2 Card Holder is not liable for any loss:

- (i) which, over a set period of time, is greater than the transaction limit for that period; or
- (ii) caused by an Electronic Instruction where ANZ has agreed the Account could not be accessed electronically.

## **SUSPENSION AND CANCELLATION**

### **13. Suspension and Cancellation by ANZ**

- 13.1 ANZ reserves the right to suspend or cancel a Debit Card or refuse authorisation of further transactions on any Account at any time without prior notice if:
- (i) ANZ, at its sole discretion, believes that use of the Debit Card or the Account may cause loss to Card Holder or to ANZ;
  - (ii) The Account is overdrawn, or has insufficient funds to cover further transactions, or has a zero balance and there have been no transactions (except for fees or charges) on the Account for a period of 6 months or more. In such an event, the Debit Card must not be used until Card Holder has repaid any overdrawn amount (including any accrued interest on that amount and the overdrawn fee) and the Card Holder is responsible for any transactions debited to the Account in accordance with any recurring transaction request or other standing authority or any other authorised link to the Account is cancelled in accordance with these Terms and Conditions;
  - (iii) In the reasonable view of ANZ, the Card Holder has tampered with, misused or allowed any other person to use any Chip on their Debit Card;
  - (iv) The Account has been closed or suspended by any reason or a Termination Event has occurred.
- 13.2 ANZ may terminate the Debit Card and any related services in accordance with Clause 20 of the Terms and Conditions – Retail Banking.

### **14. Cancellation by Card Holder**

- 14.1 If the Card Holder closes its Account at ANZ, all Debit Cards issued in relation to that Account will also be cancelled.
- 14.2 The Card Holder may request ANZ to cancel any Debit Card linked to an Account (including any additional Debit Card) at any time. The Card Holder is responsible for the use of any Debit Card (including every additional Debit Card) and of the Account until all Debit Cards cancelled by ANZ and notified to the Card Holder.
- 14.3 The Card Holder is responsible for any transactions debited to the Account in accordance with any recurring transaction request or other standing authority or any other authorised link to the Account from any credit, debit or any other Debit Card issued to them by ANZ, or through Electronic Banking Channel until the request or authority is cancelled in accordance with these Debit Card Conditions.

## **INSTRUCTION AND COMPLAINT RESOLUTION**

### **15. Giving Instruction or Making Complaints**

- 15.1 Card Holder can contact ANZ for Instruction or complaint by:
- (i) Calling ANZ hotline on 1900 1276 – extension 2;
  - (ii) Talking to a Relationship manager / Relationship officer at an ANZ branch; or
  - (iii) Sending a letter to ANZ Personal Banking via mail or email to the below addresses:

**Mail:**



ANZ Card Transaction Dispute  
Level 6, Crescent Plaza  
105 Ton Dat Tien, District 7  
Ho Chi Minh City

**Email**

Email address: ask@anz.com

Or to an authorised employee of ANZ

- 15.2 ANZ may call to the Card Holder registered phone number with ANZ for clarification and/or confirmation of any suspicious or high risk transactions or any other matters related to the Debit Card issued to the Card Holder.
- 15.3 Card Holder shall be responsible to lodge a complaint or notify ANZ of any fraud or suspicious transactions as soon as possible. ANZ assumes no responsibility to accommodate any complaint that is made exceeding 60 days as from the transaction date and the Card Holder shall be held solely responsible for such transactions.