

24.2 Interest free period for Sales Transaction (excluding purchases transferred to Instalment Plans).

Each Statement shows the 'Statement Closing Balance' and 'Due Date' for that Statement. To take advantage of the interest free period, the 'Statement Closing Balance' must be paid in full by the 'Due Date' for each Statement.

24.3 Interest Calculation

All fees, ANZ charges and interest charges previously billed are included in the balance on which the interest is calculated. Interest is charged on these items in the same way interest is charged on Sales Transactions, as described in (a) below. The Cardholder agrees to pay interest charged and all other debits to the ANZ Travel Platinum Account. Interest is calculated as follows:

- (a) Sales Transactions, fees, charges and all other debits to the ANZ Travel Platinum Account (excluding Instalment Plans and Cash Transactions): If the Cardholder fails to pay the full Statement Closing Balance on or before the Due Date the Cardholder must pay interest to ANZ. Interest is calculated from the date the debit is made to the ANZ Travel Platinum Account until the date payment is effected.
- (b) Cash Transactions: Interest is calculated from the date the Cash Transaction is debited to the ANZ Travel Platinum Account until the date payment is effected.
- (c) Instalment Plans: Interest is calculated each day by applying promotional interest rate on the daily unpaid Instalment Plan balance from the date on which Cardholder accepted the Instalment Plan(s) until the Instalment Plan(s) has been terminated or its period has expired.

Payments are applied to debits on the ANZ Travel Platinum Account in the order as provided in Clause 22.

ANZ has the right to amend the interest rate from time to time at its sole discretion without prior notice to the Cardholder.

25. Default

The Cardholder shall be deemed in default under the Travel Platinum Contract if the Cardholder fails to meet any of its obligations under the Travel Platinum Contract (including where the Cardholder fails to provide ANZ with any information requested under the Travel Platinum Contract or where required by law, a regulatory body, revenue authority or government agency (whether local or foreign) or for any other reason it considers appropriate), in which case the Outstanding Balance shall become immediately due and payable by the Cardholder to ANZ.

If the Cardholder has more than one ANZ Credit Card Account with ANZ, a default in one ANZ Credit Card Account shall automatically be considered as a default in all of the other Account. Whichever is the case, ANZ reserves the right to terminate all of the Cardholder's Accounts with ANZ.

The Cardholder authorizes and provides ANZ the right to deduct from the deposit/saving accounts of the Cardholder held with ANZ without any further confirmation or approval of the Cardholder to repay any and all of the Outstanding Balance.

Upon default, the Cardholder acknowledges and agrees that ANZ may take one or more of the following actions without prior notice to the Cardholder:

- (a) Terminate the right to use the Travel Platinum and proceed with full debt recovery;
- (b) Perform one or more debt collection activities including legal action;
- (c) Authorized to act on behalf of the Cardholder to sign any/all the documents and perform any/all necessary actions to collect all outstanding debts of the Cardholder;
- (d) Register the name of the Cardholder onto a default list (or any similar list) managed by ANZ, any governmental organization or any other organization at ANZ's discretion; and
- (e) Have priority over any other creditor that may, by legal process, seek to recover any outstanding debts by the seizure of any money or any property held by ANZ on behalf of the Cardholder.

In the event a default happens, the Cardholder hereby authorizes ANZ to apply any credit balance, in any account or deposit of the Cardholder with any branch or office

of ANZ or set off any monies or assets of the Cardholder that come into the possession of ANZ, towards satisfaction of any amount owed by the Cardholder to ANZ and (in the name of the Cardholder or of ANZ) to do any acts (including conversion of any currency or execution of any document) as may be required to give effect to such application, in any case without prior notice to the Cardholder.

Fees

26. Fees

In addition to interest, the Cardholder must pay all fees and charges associated with the Travel Platinum including, but not limited the following fees:

- (a) Annual fee and Supplementary Card fee: charged once per year;
- (b) Cash advance fee: charged when the Cardholder conducts a Cash Transaction;
- (c) International transaction fee: charged when the Cardholder conducts a Transaction on his/her Travel Platinum in currencies other than Vietnamese Dong;
- (d) Credit Limit change fee: charged when the Cardholder requests an increase or decrease in the approved Limit;
- (e) Excess Limit fee: charged on all balances exceeding the approved Limit;
- (f) Late payment fee: charged if the Cardholder fails to pay at least the Minimum Amount on or before the Due Date;
- (g) Statement copy fee: charged when the Cardholder requests a copy of an original Statement;
- (h) Copy of Transaction receipt fee: charged when the Cardholder requests a copy of the original Transaction receipt;
- (i) Card replacement fee: charged when the Cardholder requests a replacement Travel Platinum prior to the Travel Platinum expiry date;
- (j) Lost Card and replacement fee: charged when the Cardholder notifies ANZ of a lost or stolen Travel Platinum;
- (k) Product type change fee: charged when the Cardholder requests a change to a different type of the Credit Card product;
- (l) PIN re-issue fee: charged when the Cardholder requests the PIN to be re-issued;
- (m) Incorrect chargeback request fee: charged when the Cardholder's chargeback request is found to be wrong or inaccurate;
- (n) Exception request fee: charged when the Cardholder requests an additional or special work request to be undertaken by ANZ;
- (o) Security change fee: charged when the Cardholder changes the type of Security provided under the Credit Card Contract;
- (p) Debit dishonour fee: charged when the Cardholder's instruction to debit a deposit account is dishonoured due to lack of cleared funds in the Cardholder's deposit account;
- (q) Instalment Plan Transaction Processing Fee: charged once the Cardholder accepts the Instalment Plan offer;
- (r) Instalment Plan early payment fee: charged if full payment is made in relation to an Instalment Plan prior to the scheduled repayment period or any cancellation is made after the conversion is executed.
- (s) Miles redemption fee: charged when redemption request is made by primary cardholder to redeem ANZ Travel Miles accumulated from Travel Platinum account to Partner Miles of airline membership account. Partner Miles include Golden Lotus Plus, KrisFlyer and Asia Miles.
- (t) Transaction alert sms fee: charged if either Primary or Supplementary Cardholder(s) agrees to use the default opt-in registration, except where the Primary Cardholder opts out for all Cardholders.
- (u) Other fees, charges in reference to banking tariff/fee schedule as adjusted by ANZ from time to time.

Fees may be charged based on a predetermined percentage or as a minimum flat fee, or a combination of both. All fees will be debited from the ANZ Travel Platinum Account, either immediately or on a subsequent statement, whichever is applicable.

The details of the above fees are set out in ANZ Travel Visa Platinum Fee Schedule which forms an integral part of these General Terms and Conditions. ANZ reserves the right to amend the fee structure or any of the fees from time to time in accordance with the requirements of clause 28, without prior notice to the Cardholder.

The latest fee schedule can be accessed at anz.com/vietnam or at any ANZ branch or by calling ANZ Cards 24/7 at 1900 1276.

Other provisions

27. Supplementary card(s)

The Primary Cardholder may authorize ANZ to issue an additional Travel Platinum to Supplementary Cardholder(s). Supplementary Cardholders must be over the age of 15 years and meet ANZ's customer identification requirements.

Issuance of additional Travel Platinum(s) to Supplementary Cardholder(s) shall be at the sole discretion of ANZ.

The use of the Travel Platinum by the Supplementary Cardholder(s) shall be conclusive proof of notice and consent of the Primary Cardholder and the Primary Cardholder acknowledges and agrees that the Supplementary Cardholder(s):

- (a) can operate the ANZ Travel Platinum Account linked to the Travel Platinum in the same way that the Primary Cardholder can;
- (b) can obtain information about the ANZ Travel Platinum Account linked to the Travel Platinum in accordance with the law; and
- (c) is jointly and severally liable and responsible with the Primary Cardholder for the payment of all the Transactions and all interest, fees and charges on the ANZ Travel Platinum Account through use of the Travel Platinum including but not limited to the non-refundable fees, duties and taxes as regulated by law until the full payment to ANZ is made without requesting signed invoices or other supporting documents.

The Primary Cardholder may request the revocation of the right to use any Travel Platinum linked to the ANZ Travel Platinum Account and issued to the Supplementary Cardholder(s) by contacting ANZ by phone or in writing. ANZ will only revoke the right to use the Travel Platinum by the Supplementary Cardholders when the Primary Cardholder has returned the Travel Platinum to ANZ or has taken all reasonable steps to return it to ANZ.

28. Revision of terms and conditions, interest rates, fees and charges

The Cardholder agrees that ANZ may, at any time and at its sole discretion, amend, supplement, revise or otherwise change any provision in these General Terms and Conditions and interest rates, fees and charges in relation to a Travel Platinum by serving a written notice to the Cardholder and such changes shall take effect from the date specified in the notice and shall be binding on the Cardholder without any further consent of the Cardholder being required. The Cardholder agrees that a notice shall be deemed duly received by the Cardholder from the date such notice is either:

- (a) displayed on ANZ's website at anz.com/vietnam; or
- (b) displayed in any of ANZ's branches in Vietnam; or
- (c) displayed by advertisement in major daily or national newspapers; or
- (d) sent by post mail to the address of the Cardholder registered with ANZ; or
- (e) displayed on Cardholder's Statement.

If the Cardholder disagrees with any of the changes, the Cardholder may terminate the Travel Platinum Contract in accordance with Clause 14 of these General Terms and Conditions. In such case, the Cardholder agrees that ANZ shall not be liable for any indemnities or penalties, fines or damages or any other monies analogous thereto to the Cardholder in relation to such termination.

29. ANZ's liability for damages

The Cardholder agrees that ANZ shall not be liable to any losses, claims, actions, proceedings, demands, damages, costs and expenses (including legal fees and expenses) incurred or sustained directly or indirectly by the Cardholder, of whatever nature and howsoever arising, as a result of or pursuant to the Cardholder using of the ANZ Travel Platinum or any transaction or service contemplated thereof, except where such losses, claims, actions, proceedings, demands, damages, costs and expenses are resulted from the wilful misconduct of ANZ.

The Cardholder further agrees that with respect to any claim, action or demand initiated or made by the Cardholder or any party on his/her behalf against ANZ, ANZ's liability shall not exceed the amount of three hundred and fifty thousand Vietnamese Dong (VND 350,000) or the actual damages duly proven, whichever is lower.

30. Waiver of breach of contract

No waiver by ANZ of a breach or violation of any of these General Terms and Conditions shall constitute a waiver of any subsequent breach or violation of the same or any other term or condition. Failure to take advantage of or to exercise any right granted hereunder shall not constitute a waiver of the said right, nor shall it be construed to excuse or absolve the Cardholder from complying with or fulfilling the Cardholder's obligations under the Travel Platinum Contract.

31. Severability

Should any of these General Terms and Conditions or any part or clause of this instrument be declared void or unenforceable by a authorized authority, the same shall not invalidate the other Terms and Conditions, parts or clauses of this instrument.

32. Transfer of ANZ's Rights

The Cardholder's rights and obligations under the Travel Platinum Contract may not be assigned or transferred without the prior written approval of ANZ. The Cardholder hereby agrees that ANZ shall be entitled to transfer, without any further consent of the Cardholder, all its rights and obligations under the Travel Platinum Contract by serving a notice to the Cardholder. The Cardholder agrees to do any act or execute any document as ANZ may direct to effect such assignment or transfer.

33. Governing Law

The Travel Platinum Contract and these General Terms and Conditions are governed by the laws of the Socialist Republic of Vietnam.

34. Dispute

In the case of any dispute that is not settled by amicable negotiation, it will be brought to the competent courts of Vietnam. The parties agree to submit to the exclusive jurisdiction of the courts of Vietnam.

35. Anti-Money Laundering

The Cardholder agrees that ANZ may delay, block or refuse to process any instruction received from the Cardholder without incurring any liability if ANZ suspects that the Transaction:

- (a) may breach any laws or regulations in Vietnam or any other country;
- (b) involves any person (natural, corporate or governmental) that is itself sanctioned or is connected directly or indirectly, to any person that is sanctioned under economic and trade sanctions imposed by the United States, the European Union or any other country; or
- (c) the instruction may directly or indirectly involve the proceeds of, or be applied for the purposes of, unlawful conduct.

The Cardholder must provide all information to ANZ which ANZ reasonably requires in order to manage anti-money laundering or counter-terrorism financing and economic and trade sanctions risk or to comply with any laws in Vietnam or any other country. The Cardholder agrees that ANZ may disclose any information concerning the Cardholder to:

- (a) any law enforcement, regulatory agency or court where required by any such law or regulation in Vietnam or elsewhere; and
- (b) any correspondent ANZ uses to make the payment for the purposes of compliance with any such law or regulation.

Unless the Cardholder declares that the Cardholder is acting in a trustee capacity or on behalf of another party, the Cardholder warrants that the Cardholder is acting on its own behalf in entering in to this agreement. The Cardholder declares and undertakes to ANZ that the processing of any instruction by ANZ in accordance with the Cardholder's instructions will not breach any laws or regulations in Vietnam or any other country.

36. Privacy & Confidentiality

By applying for the service as contemplated in the Travel Platinum Contract, ANZ Bank Vietnam Limited ("ANZ") is likely to collect and use some of your information, including details about your transactions, your account balance, your financial conditions, your account relationship with ANZ and/or your account(s) (herein collectively referred to as "Information"). ANZ explains below when and how ANZ may collect and use your Information.

(a) Collection of your Information by ANZ:

ANZ may, to the extent permitted or required by law, collect your Information: to assist in providing information about a product or service; to consider your request for a product or service; to enable ANZ to provide a product or service; to tell you about other products or services that may be of interest to you; to perform other administrative and operational tasks (including risk management, systems development and testing, credit scoring, staff training and market or customer satisfaction research); to prevent or investigate any fraud or crime (or a suspected fraud or crime); as may be required under laws and/or by agreements with government agencies or revenue authorities, whether inside or outside of the country where your facility/ies is provided and held with us, to make enquiries about your tax status; and as required by relevant laws, regulations and external payment systems, whether inside or outside the country in which you are domiciled.

If such information consists of personal information relating to an individual who is an officer, employee, agent, contractor or external adviser of the Cardholder, the Cardholder undertakes to procure that such person will consent to the use of any information by ANZ in accordance with these General Terms and Conditions.

(b) Absence of relevant Information:

If you do not provide some or all of the information requested, ANZ may be unable to provide you with a product or service.

(c) Disclosures by ANZ:

Subject to ANZ's general duties of confidentiality towards ANZ's customers and to the extent permitted by law, by applying for the ANZ Travel Platinum Service, you agree that ANZ may use and disclose your information to: ANZ's head office and its branches, agents, representative offices, regional offices or affiliates, or any related corporation of ANZ anywhere in the world ("ANZ Group Member"); any office, branch, affiliate, subsidiary, employee or agent of an ANZ Group Member or to its auditors or legal advisers; credit reporting or debit collecting agencies; any outsourced provider, agents and contractors which ANZ or any ANZ Group Member engages to carry out or assist its banking functions and activities, including the ANZ Travel Platinum Service; regulatory bodies, government agencies, revenue authorities, law enforcement bodies and courts, whether inside or outside of the country where your facility/ies is provided or held with us, for the purposes of complying with any law and/or disclosure obligations we may have under an agreement with such bodies; other parties ANZ is authorized or required by law of the country in which you are domiciled or by law of another country to disclose Information to; other banks and financial institutions; your authorized agents or your executor, administrator or legal representative; any person where in ANZ's view, the disclosures are necessary or desirable for the purpose of allowing ANZ to perform its duties and exercise its powers and rights under these General Terms and Conditions; and any person as ANZ shall in its absolute discretion think fit.

You further agree and acknowledge that any ANZ Group Member may, to the extent permitted by law, transfer any of the above information to any party to whom it is authorized to disclose the same referred to above notwithstanding that such party's principal place of business is outside the jurisdiction in which you are domiciled or that such Information will be collected, held, processed or used by such party in whole or in part outside the jurisdiction in which you are domiciled.

- (d) Accessing your Information held by ANZ: To the extent permitted by law, you may access and request correction of your Information at any time by asking to do so at any ANZ branch.

This clause applies in addition to any Privacy Statement which ANZ may issue to you in the jurisdiction in which your account is opened and held with ANZ at Account Opening or notified by ANZ from time to time.

37. Secured Card

ANZ may arrange with the Cardholder to have one or more secured methods to ensure the payment of all the Cardholder's obligations under the Travel Platinum Contract. If a Travel Platinum with Security is issued by ANZ, the form of Security held by ANZ will be agreed in writing and any associated documents will be an integral part of the Travel Platinum Contract.

38. AP5222 Disclosure

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.

39. Inconsistency

Not with standing the existence of any translation of this document in the event of inconsistency, the English language version shall prevail.

40. Withholding

ANZ may be required to withhold on payments to certain account holders, and pass such amounts to a local or foreign government agency or revenue authority, by law or under an agreement with such authorities.

If anytime any local or foreign government agency or revenue authority requires ANZ to make a deduction or withholding on payment due to the Cardholder, the Cardholder agrees to immediately reimburse ANZ for the amount of any such deduction or withholding, and authorise ANZ to deduct such amount from account(s) of Cardholder. The Cardholder will indemnify ANZ against any loss ANZ suffers or cost ANZ incurs as a result of such deduction or withholding.

ANZ Travel Miles Program

Participation

ANZ Travel Miles Program (hereinafter called 'ANZ Travel Miles') is open to the holders of ANZ Travel Visa Platinum Credit Card and a Travel Platinum account opened in respect of the Card issued by ANZ Bank (Vietnam) Limited ("ANZ")

ANZ Travel Miles earned by Supplementary Cardholders will be credited to the Travel Platinum Account of the Primary Cardholder and may only be used by the Primary Cardholder for the redemption of ANZ Travel Miles.

Earning ANZ Travel Miles

ANZ Travel Miles	ANZ Travel Miles per statement cycle	ANZ Travel Miles maximum per statement cycle
(a) Base miles	1 ANZ Mile = VND25,000 spending	No limit
(b) Bonus miles - 3X overseas weekend spending	1X ANZ Mile = VND25,000 spending; AND 2X additional ANZ Miles for all International Spending on Weekends	Maximum 2,000 miles with condition of minimum spending of VND30,000,000 in one statement cycle
(c) Bonus miles - Sign-up	2,000 ANZ Miles upon sign-up	2,000 miles with condition of minimum spending of VND10,000,000 within 30 days since card activation

(a) Every spending of VND 25,000 will be offered 1 ANZ Travel Mile for ANZ partner airlines and is subject to change without prior notice. Spending includes both domestic and international retail transaction using the Travel Platinum. Cash advance transactions, Instalment Plan, FlexiFund and any other fees howsoever called, including but not limited to, the transaction processing fee, annual fees, cash advance fees, interest, credit card payment, debit adjustment and late payment fees will not be counted for the purpose of the earning ANZ Travel Miles.

(b) Earn 1X ANZ Travel Mile for every VND 25,000 spending both locally and internationally. Earn 3X ANZ Travel Miles in which 1X is normal mile and 2X is additional bonus miles for All International Spending on Weekends (Saturday and Sunday). It is subject to minimum monthly card spending of VND 30,000,000 for the statement cycle to receive the bonus miles. Maximum of 2,000 bonus miles per month per cardholder.

Qualified transactions for International Spending include any retail and online transactions, made overseas under any currencies, or made in Vietnam Dong but the party accepting the card is overseas, or made on any websites registered as overseas merchants and successfully posted to Travel Platinum Account within the statement cycle.

(c) Earn sign-up bonus of 2,000 ANZ Travel Miles for card activation subject to minimum card spending of VND10,000,000 within 30 days since card activation date.

ANZ Travel Miles will be shown on your monthly Travel Platinum statement, including total ANZ miles redeemed this month, total ANZ miles available for redemption and ANZ Miles details within the statement cycle.

Expiration and Forfeiture of ANZ Travel Miles

ANZ Travel Miles expire within 3 years and notification of miles expiry will be made 3 months before expiry on the monthly statement.

Miles accumulated under Travel Platinum Account (i) will be forfeited and/or (ii) will not be redeemed when the Travel Platinum Account is closed or is not in good credit standing in the sole opinion of ANZ, or the Card has expired or ceased to be effective or a breach of the ANZ Travel Platinum Terms and Conditions has occurred. In such event, any outstanding miles whether received before or after Cardholder's miles have been forfeited shall not be processed.

If the Primary Cardholder's Travel Platinum Account is terminated at any time for any reason, either by the Primary Cardholder or ANZ, the Primary Cardholder and Supplementary Cardholder(s) will forthwith be disqualified from participating in the ANZ Travel Miles Program and all unused miles then accrued shall automatically be cancelled.

ANZ may, at its sole discretion, withdraw or cancel any miles if Cardholder's spending is deemed not to be satisfactory.

ANZ may terminate the ANZ Travel Miles Program at any time at ANZ's discretion. Purchases made in accordance with this Program before a notice of termination is given will be covered under the Program. Purchases made after this notice of termination is given will not be eligible for the Program.

Participating Miles Partners

ANZ may from time to time partner with Miles Partners to enable cardholder to transfer ANZ Travel Miles to Partner Miles.

Cardholder must be a member of Golden Lotus Plus (Vietnam Airlines), Asia Miles (Cathay Pacific Airways) and KrisFlyer (Singapore Airlines) to transfer earned miles and use of these transferred miles will be subject to the Terms and Conditions of the participating Golden Lotus Plus (Vietnam Airlines), Asia Miles (Cathay Pacific Airways) and KrisFlyer (Singapore Airlines).

ANZ may decide to add, delete or modify the list of participating Miles Partners from time to time, at its discretion and without prior notice.

Once miles have been successfully redeemed and transferred to Golden Lotus Plus (Vietnam Airlines) or Asia Miles (Cathay Pacific Airways) or KrisFlyer (Singapore Airlines), ANZ will not be able to make any adjustments, cancellations or refunds to the miles transferred.

Redemption

ANZ primary cardholder is required to call ANZ Cards 24/7 at 1900 1276 to request for redemption of ANZ Travel Miles. Only primary cardholder can request miles redemption, which cannot be refunded after request.

Every redemption request can only be made with a minimum 1,000 ANZ Travel Miles. Redemption fee can be applied during certain period and subject to change any time without prior notice.

Cardholder can redeem earned miles to the Miles Partners at the rate of 1 ANZ Travel Mile = 1 Partner Mile. This ratio is subject to change from time to time and without prior notice. At the time of redemption, ANZ Travel Platinum Account and Travel Platinum are valid and in good credit standing.

Miles redemption will be processed on a weekly basis by ANZ. ANZ reserve the right to extend this processing time without notice. ANZ Travel Miles shall be credited into Cardholder's membership airline account up to 4 weeks upon the date of cardholder's miles redemption request. ANZ shall not be liable in any way for any delay in crediting the Asia Miles / KrisFlyer / Golden Lotus Plus account.

ANZ Travel Miles promotion will be offered from time to time and ANZ decision shall be the final.

ANZ reserves the right not to provide any reasons, for non-accordance of redemption to customers; ANZ decision on miles redemption granted is absolute and final.

ANZ may, at its absolute discretion and at any time, withdraw, vary or substitute any ANZ Travel Mile or vary, modify or amend these terms and conditions as it may deem fit upon 3-day prior notice at ANZ's branches, offices and/or on its website anz.com/vietnam, and the Cardholder shall be bound by such variations and amendments.

The Cardholder hereby authorizes ANZ to disclose information regarding the Cardholder and the Cardholder's Travel Platinum Account(s) to any third parties for the purpose of the ANZ Travel Miles Program.

The cardholder authorizes ANZ to perform miles redemption request upon the instruction of the Cardholder via ANZ Cards 24/7, using the cardholder details including name and airlines membership account. The Cardholder agrees that the Bank shall not be liable for any incorrect or invalid information provided by the Cardholder for the redemption purpose.

ANZ may, at its sole discretion, withdraw or cancel any miles if Cardholder's spending is deemed not to be satisfactory.

ANZ may, at its sole discretion, withdraw or cancel any miles if Cardholder's spending is deemed not to be satisfactory.

ANZ may terminate the ANZ Travel Miles Program at any time at ANZ's discretion. Purchases made in accordance with this Program before a notice of termination is given will be covered under the Program. Purchases made after this notice of termination is given will not be eligible for the Program.

ANZ may from time to time partner with Miles Partners to enable cardholder to transfer ANZ Travel Miles to Partner Miles.

Cardholder must be a member of Golden Lotus Plus (Vietnam Airlines), Asia Miles (Cathay Pacific Airways) and KrisFlyer (Singapore Airlines) to transfer earned miles and use of these transferred miles will be subject to the Terms and Conditions of the participating Golden Lotus Plus (Vietnam Airlines), Asia Miles (Cathay Pacific Airways) and KrisFlyer (Singapore Airlines).

ANZ may decide to add, delete or modify the list of participating Miles Partners from time to time, at its discretion and without prior notice.



ANZ Travel Visa Platinum Credit Card Terms and Conditions

For the operation of the ANZ Travel Visa Platinum Credit Card Account (hereinafter called a "Travel Platinum Account") and use of the ANZ Travel Visa Platinum Credit Card (hereinafter called a "Travel Platinum") provided by ANZ Bank (Vietnam) Limited ("ANZ").

Effective as of 1st January, 2015

General acknowledgment

These Terms and Conditions for the operation of the ANZ Travel Platinum Account and use of the ANZ Travel Platinum provided by ANZ Bank (Vietnam) Limited (the "General Terms and Conditions"), together with the Application and Agreement, constitute the Travel Platinum Contract between ANZ and the Cardholder. By entering into the Travel Platinum Contract, evidenced by the signing of the Application and Agreement, the Cardholder agrees to be bound by the terms and conditions of the Travel Platinum Contract which governs the operation of the ANZ Travel Platinum Account and use of the Travel Platinum.

These General Terms and Conditions apply together with any terms and conditions applicable to the ANZ Travel Platinum issued to you. These terms and conditions and other product service terms and conditions are available upon request at your ANZ branch.

Unless otherwise specified, if there is an inconsistency between these General Terms and Conditions and the terms and conditions applicable to the ANZ Travel Platinum, these Terms and Conditions will prevail.

It is important that the Cardholder thoroughly reads and understands the ANZ Travel Platinum Contract.

1. Explanation of terms

The following definitions apply throughout these General Terms and Conditions, unless otherwise stated:

- ANZ: any branch in Vietnam of ANZ Bank (Vietnam) Limited and its successors and assignees;
- Applicant: a person who wishes to become a Cardholder;
- Application and Agreement (hereafter referred to as "Application"): a form in the required format an Applicant has to complete and submit to ANZ, and subject ANZ's approval, to become a Cardholder, and which forms part of the Travel Platinum Contract;
- Balance Transfers: the transfer of amounts owing by the Primary Cardholder under a non-ANZ credit card account to the Primary Cardholder's ANZ Travel Platinum Account;
- Business Day: means a day where banks are open for business in Vietnam, except a Saturday, Sunday or public holidays in Vietnam;
- Cardholder: the Primary Cardholder or Supplementary Cardholder or both and in these General Terms and Conditions shall be referred to as the "Cardholder" and/or "you" and "Cardholders" and/or "your" shall be used in the relevant context;
- Card Agent (hereafter referred to as Agent): any organization or individual granted authority to accept the Travel Platinum as a means of payment for goods and/or services;
- Outstanding Balance: is the total outstanding balance of the account as at the close of the statement period;
- Cash Transaction: use of the Travel Platinum by the Cardholder to withdraw cash from an Automatic Teller Machine (ATM), bank or other financial institution;
- Travel Platinum: the ANZ Travel Visa Platinum Credit Card issued by ANZ to the Cardholder for use on the Cardholder's Travel Platinum Account or any other Travel Platinum Account which ANZ may advise from time to time as being subject to these General Terms and Conditions;

- Travel Platinum Account: the account opened in accordance with the Travel Platinum Contract;
- Travel Platinum Contract: the contract constituted by these General Terms and Conditions and the Application signed by the Applicant;

- Credit Limit (hereafter referred to as Limit): maximum amount of credit available on the Travel Platinum as approved by ANZ;

- Electronic Terminals: any terminal or device which a Travel Platinum and PIN issued by ANZ to the Cardholder can be used and authorized by ANZ for such use. This includes:

- any of ANZ's teller terminals;
- any of ANZ's automatic teller machines (ATMs);
- Automatic Teller Machines (ATMs) of other selected banks and financial institutions;
- Point of Sale (POS) terminals;
- Electronic Funds Transfer at Point of Sale (EFTPOS) terminals;
- any other authorized terminal or device connected to ANZ's electronic banking system from time to time.

- Funds Transfer: where the funds are credited to any other account held by the Cardholder or a third party with ANZ or another financial institution;

- Due Date: the date by which the Cardholder must pay the requested payment shown on the statement or the Minimum Amount;

- Minimum Amount Due (hereafter referred to as Minimum Amount): the minimum amount of funds owing on the Travel Platinum Account as indicated on the Statement which the Cardholder must pay to ANZ on or before the Due Date. Calculation of this amount is provided in Clause 21 in the General Terms and Conditions;

- PIN: means Personal Identification Number – that is, the code of numbers or letters that the Cardholder uses with the Cardholder's Travel Platinum through Electronic Terminals.

- Security Password: means Phone Banking Security Password – that is, the code of numbers or letters in maximum 6 characters registered by Cardholder on Travel Platinum Application to authorise cardholder's phone banking. Security password is different from PIN.

- Primary Cardholder: the person in whose name the ANZ Travel Platinum Account has been opened;

- Sales Transaction: use of the Travel Platinum by the Cardholder to pay for goods and/or services;

- Security: any cash or other secured assets or collateral that is provided by the Cardholder in a written agreement with ANZ to secure the punctual payment of any and all obligations of the Cardholder's under the Travel Platinum Contract;

- Statement of Account (hereafter referred to as "Statement"): document provided by ANZ to the Primary Cardholder summarizing all Transactions, interests, fees, adjustments (if any) and Minimum Amount to the Cardholder;

- Supplementary Cardholder: a person authorized by the Primary Cardholder to own a Travel Platinum issued by ANZ. The Supplementary Cardholder is jointly and severally liable for settling all Transactions and repay all interest, fees and charges to ANZ in relation to the ANZ Travel Platinum Account;

- Transaction: any Sales Transaction, Cash Transaction, Balance Transfers or Funds Transfer;

- Terminate: to suspend, terminate or cancel the usage of a Travel Platinum including all Travel Platinum privileges and features.

- Installment Plan: is a periodic repayment plan, which allows customer to repay a fixed amount every month for a determined period and fixed interest rate on an agreed transaction(s) or balances. This fixed amount forms part of the 'Minimum Monthly Payment' as shown on the statement of account;

- Open To Buy: maximum amount that Cardholder is permitted to spend using ANZ Travel Platinum at moment of the transaction.

- Statement Closing Balance: is Outstanding Balance less repayments on Installment Plans not yet due.

Card Issuance

2. Payment obligations of the Cardholder

The Cardholder, being both the Primary Cardholders and any and all Supplementary Cardholders, are jointly and severally liable and responsible for the payment of all the Transactions and all interest, fees and charges on the ANZ Travel Platinum Account through use of the Travel Platinum including but not limited to the non refundable fees, duties and taxes as regulated by law until the full payment to ANZ is made without requesting signed invoices or other supporting documents.

The payment obligation of the Cardholder will continue to be effective in the case of a renewal or replacement of the Travel Platinum by ANZ and also in the case of Termination for any reason.

Without prior notice to the Cardholder, ANZ reserves and has the full right to:

- agree or reject the issuance of the Travel Platinum to the Cardholder even if the Cardholder satisfies the requirements for issuance stipulated by ANZ;
- reject or approve Transactions even if the Transaction is within the Limit available;
- terminate the use of the Travel Platinum of the Cardholder at any time;
- increase or decrease the Limit;
- refuse to re-issue, renew, replace or extend the Travel Platinum; and
- modify, adjust, limit or cancel services, features relating to the Travel Platinum and ANZ Travel Platinum Account of the Cardholder.

ANZ shall not be held liable for any costs or damages claimed by the Cardholder if ANZ does not approve any Transaction on the ANZ Travel Platinum Account of the Cardholder.

ANZ may limit the daily quantity and/or the daily amount of any Transaction.

If ANZ discovers any unusual or suspicious activities on the ANZ Travel Platinum Account, ANZ may request the Cardholder to contact ANZ and/or temporarily suspend some or all of the right to use the Travel Platinum until ANZ verifies the activities.

ANZ may approve Transactions, at ANZ's sole discretion, the total value of which may exceed the Limit. Any and all the risks associated therewith shall be borne by the Cardholder.

ANZ shall provide the Cardholder a monthly Statement to the email address Cardholder has provided ANZ or to the billing address nominated by Cardholder, except where there is no activity on the ANZ Travel Platinum Account. Unless the Cardholder explicitly requests to the contrary, ANZ reserves the right to send the monthly Statements to Cardholder via email by default. For avoidance of doubts, if Statements are sent to Cardholder via email, ANZ shall not concurrently provide Cardholder with paper Statements. Cardholder agrees and confirms to ANZ that they are fully aware of the risks of omissions, errors, mis-statement, fraud and/or unauthorised interventions by third parties as a result of providing and using of electronic statements and they are willing to accept such risks. The Cardholder further agrees that if the email address and/or billing address cannot be accessed by ANZ, ANZ reserves the right to use other addresses which have been notified by the Cardholder to ANZ. Determination of the Statement date is at ANZ's sole discretion and will be notified to the Cardholder upon issuance of the Travel Platinum.

The Cardholder agrees that he/she will be deemed to receive the Statement during the applicable month unless the Cardholder notifies ANZ of the Cardholder's failure to receive a copy of such within the first ten (10) days from the Statement date.

The Cardholder agrees that the Statement is deemed to be correct unless the Cardholder notifies ANZ of any error(s) within ten (10) days from the Statement date. Any disputed amount on the Statement must be made in writing and received by ANZ within ten (10) days of the Statement Date. If ANZ determines, in its sole discretion, that the amount in dispute is an error and is not chargeable to the Cardholder, that amount will be credited to the Outstanding Balance. Any other residual balance will still be payable by the Cardholder.

Notwithstanding anything to the contrary, non-receipt or late receipt of the Statement shall not relieve the Cardholder of his/her obligations to pay the Minimum Amount on the ANZ Travel Platinum Account on the Due Date set out in the Statement.

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5. Cash Transaction

The Cardholder may avail of a Cash Transaction through Electronic Terminals, Agents and organizations.

ANZ reserves the right to limit the value of each Cash Transaction and/or the aggregate value of all Cash Transactions on the Travel Platinum in a day, without notice to the Cardholder, to an amount determined and/or amended at ANZ's sole discretion.

6. Usage of Personal Identification Number and Security Password

6.1 Usage of Personal Identification Number (PIN)

The Cardholder must use a confidential PIN with the Cardholder's Travel Platinum through Electronic Terminals to carry out Transactions. The Cardholder must keep the Cardholder's PIN secure. The Cardholder must not disclose the Cardholder's PIN to any unauthorised person. The Cardholder shall be solely responsible for any Transaction or charges made using the Travel Platinum under these circumstances.

The Cardholder must provide notice to ANZ immediately if the Cardholder's PIN disclosure is suspected and shall bear all associated fees and charges as detailed by ANZ and provided to the Cardholder.

6.2 Usage of Security Password

The Cardholder must use a Security Password registered via Travel Platinum Application for ANZ to verify cardholder for phone banking authorisation. If the Cardholder has more than one ANZ Credit Card Account with ANZ, one Security Password can be used to authorise dual card accounts.

The Cardholder must keep Security Password secure and must not disclose to any unauthorised person. Primary Cardholder can apply Supplementary card(s) and register its Security Password(s).

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The Cardholder agrees that if two separate credit cards (including one Travel Platinum and one Classic/Gold/Platinum/Signature Priority Banking Visa Platinum) are issued by ANZ, the Cardholder will be bound by separate Terms and Conditions applicable to the relevant credit card, including separate statement and repayment responsibility.

8. Ownership of the Travel Platinum

The Travel Platinum is the exclusive property of ANZ and is non-transferable by the Cardholder. The Travel Platinum must be signed immediately by the person in whose name it has been issued and shall be valid from the date of its issuance or renewal until the last day of its indicated expiry month.

ANZ may, at its discretion and without prior notice to the Cardholder, terminate any Travel Platinum issuance and use at anytime and for whatever reason. In these circumstances, the Cardholder agrees to surrender the Travel Platinum and the same shall be confiscated by ANZ or any of ANZ's accredited establishments. Upon such termination, the Outstanding Balance on the ANZ Travel Platinum Account including fees and interests of all Transactions become immediately due and payable without need of notice or demand by ANZ.

The Cardholder shall not use the Travel Platinum after its expiry date or termination of the Travel Platinum Contract including permitting any other person(s) to use the Travel Platinum for any reason whatsoever after these events. Continued use of the Travel Platinum thereafter shall be considered as a fraudulent act by the Cardholder.

ANZ may amend, at its discretion, the Travel Platinum number and/or expiry date when issuing a renewal or replacement Travel Platinum to the Cardholder. The Cardholder is solely responsible for communicating this change to any party with whom the Cardholder may have payment arrangements. ANZ will not be responsible for any consequences arising from declined transactions, whether under the old Travel Platinum number or otherwise.

The Cardholder must notify ANZ immediately if the Cardholder becomes aware that the Cardholder's Travel Platinum has been lost or stolen, or the Cardholder's Travel Platinum or the Travel Platinum details have been used by someone else without the Cardholder's authority. The Cardholder continues to be liable for all Travel Platinum usage prior to ANZ's receipt of the notification of the lost or stolen Travel Platinum or the unauthorized use of the Cardholder's Travel Platinum or Travel Platinum details, including but not limited to, fraudulent Transactions and/or forged signature by any person(s). A Travel Platinum replacement fee, as determined by ANZ, may be charged to the Cardholder's Account to cover the replacement of the Travel Platinum and other related costs.

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11. Exemptions

The Cardholder's obligations to ANZ are absolute, and any dispute between the Cardholder and any organization or individual shall not affect the existing obligations of the Cardholder to ANZ.

ANZ is exempt from liability for any damage or loss which may be suffered by the Cardholder arising from:

- any Agent refusing to accept the Travel Platinum for any reason;
- any break down, mistake, damage of any ATM and/or Electronic Terminal accepting the Travel Platinum;
- delays or inability to carry out the responsibilities under the Travel Platinum Contract by any break down of machine, data, communication, God's act or any event beyond the control of ANZ or consequence of fraud or forgery;
- an inability to access data and/or information from the Travel Platinum;
- any defect or malfunction of goods and services which the Cardholder may purchase or use.

ANZ is exempt from liability for any damage to the honor, prestige or reputation of the Cardholder, including in the event that a Transaction is declined, the Travel Platinum is withdrawn from the Cardholder or the Travel Platinum Contract is terminated.

12. Reversing a transaction

The Cardholder may be entitled to reverse (chargeback) a transaction where the Cardholder has a dispute with the Agent. For example, the Cardholder may be entitled to reverse a transaction where the Agent has not provided the Cardholder with the goods or service the Cardholder paid for. The Cardholder must notify ANZ if the Cardholder believes the Cardholder is entitled to reverse a transaction. If ANZ is satisfied after investigation that the Cardholder is entitled to reverse a transaction, ANZ will credit the ANZ Travel Platinum Account for the amount initially debited for the transaction.

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