



## ANZ FAST CASH DEPOSIT TERMS AND CONDITIONS – RETAIL BANKING

These ANZ Fast Cash Deposit Terms and Conditions – Retail Banking operate in conjunction with and must be read with ANZ General Terms and Conditions – Retail Banking and any other terms and conditions (as amended from time to time) applicable to the Account or the Product (collectively, the “**Agreement**”) at ANZ Bank (Vietnam) Limited (the “**Bank**”) to which the Customer makes deposits using this Service. These Terms and Conditions prevail in respect of the use of the ANZ Fast Cash Deposit.

### 1. Definition

Unless otherwise defined as below, terms used herein shall bear the same meaning as those of the Agreement:

**ANZ Fast Cash Deposit** or **Service** refers to the service the Customer may use to make deposits to the Account for payment of any due or undue amount in relation to a Product or for any other lawful purposes in accordance with these Terms and Conditions.

**Account** refers to the Current Account and/or Credit Card Account held by the Customer with the Bank from time to time to which the Customer makes deposits using the Service.

**Authorised Person** refers to any third party authorized by the Customer to use the Service to make deposits in accordance with these Terms and Conditions.

**Business Day** refers to any day in Vietnam from Monday to Friday on which the Bank is open for business.

**Customer** refers to any Retail customer who holds any Account with the Bank.

**Current Account** refers to any payment account held by the Customer with the Bank from time to time to which the Customer makes deposits using the Service.

**Deposit Envelope** refers to the tamper evidence envelope issued to the Customer by the Bank to make deposits in accordance with these Terms and Conditions.

**Drop Box** refers to a box located inside the Bank Branches or offices.

**Deposit Instruction** refers to any instruction given by the Customer (or the Authorised Person, as the case may be) in relation to deposit making, which is embedded in the Deposit Envelope.

**Product** refers to any Product the Bank has offered the Customer to which the Service is available for use.

### 2. Customer Acceptance

2.1 The Customer accepts these Terms and Conditions if the Customer or the Authorised Person uses the Service.

2.2 The Customer must ensure that each Authorised Person complies with these Terms and Conditions.

### 3. How to use ANZ Fast Cash Deposit

3.1 The Service can be used by placing the deposit into a Deposit Envelope and depositing the Deposit Envelope in a Drop Box.

3.2 A separate Deposit Envelope must be used for deposits to each Account.

- 3.3 The maximum deposit amount of each Customer is VND30,000,000 (in words: Thirty Million Vietnamese Dong) per day (the “**Threshold**”). The Customer may use more than one Deposit Envelope to make the deposit so long as the daily aggregate amount in such Deposit Envelopes does not exceed the Threshold.
- 3.4 The deposit can be made in any combination of VND VND500,000, VND200,000, VND100,000, VND50,000, VND20,000 and VND10,000. The Threshold shall be subject to change from time to time by the Bank at its discretion and take effect upon notice to the Customer in the manner as provided in Clause 8 of these Terms and Conditions
- 3.5 The deposit of cheques, money orders, other negotiable instruments are not acceptable for the Service. If deposits include foreign currency, cheque, valuable papers or any other negotiable instruments that the Bank does not accept for deposit hereunder, the Bank may hold those items until claimed by the Customer.
- 3.6 The note to be deposited must be in good shape, useable and not be crumpled or torn.
- 3.7 The Bank reserves the right to charge fees or introduce a new fee or charge for cash handling in connection with this Service if there is a change in regulations or the costs the Bank incurs in providing the Service for which the fee or charge is or will be made. If this is the case, the Bank will notify the Customer of such charges in the manner as provided in Clause 8 of these Terms and Conditions and the fees and charges shall be applied upon the effectiveness of the notice.

Customer agrees that the Bank can deduct the fee amount from the amount deposited, which may make the deposited amount to be insufficient to cover the due or undue amount in relation to the Product. Customer further agrees to be solely responsible for any and all loss, damage, or liability arising from or in connection with such insufficient amount.

- 3.8 In case the Customer or the Authorized Person makes a deposit larger than the Threshold, or if the payment needs to be made urgently, Customer or the Authorized Person is required to perform the transaction over the counter unless otherwise as agreed by the Bank.

#### **4. Using the Deposit Envelope**

- 4.1 The Customer must follow the guidance instructions on each Deposit Envelope and these Terms and Conditions when using the Service. Otherwise the Bank may, in its discretion, return a Deposit Envelope to the Customer without processing or completely processing the deposit.
- 4.2 The Customer is prohibited from placing anything flammable, explosive, harmful, noxious or dangerous in a Deposit Envelope.

#### **5. Processing of Deposits**

- 5.1 Unless otherwise accepted by the Bank, the Bank may in its discretion reject or return a Deposit Envelope if:
- (a) the deposit is not in Vietnam dong currency; or
  - (b) the Deposit Envelope is not properly sealed or it has been opened or otherwise tampered with; or
  - (c) the deposit amount exceeds the Threshold; or
  - (d) incorrect or improper information is provided in the Deposit Instruction; or
  - (e) insufficient information is provided in the Deposit Instruction; or

- (e) the deposit does not comply with these Terms and Conditions.
- 5.2 The Bank may treat any amount unacceptable for deposit to the Account until the Bank has counted and verified the amount. The Customer and the Authorized Person agrees that the amount of deposit will be opened, counted and verified by the Bank's staff without witness of the Customer or the Authorized Person. The Customer and the Authorized Person acknowledges and agrees that the Bank's count will be deemed accurate and conclusive evidence of the amount in the Deposit Envelope (the "**Conclusive Amount**"). On the Business Day the Deposit Envelope is treated as received by the Bank in accordance with these Terms and Conditions, the Bank will credit nominated Account with the Conclusive Amount.
- 5.3 After counting and verification by the Bank's staff, any or all money deposited in Drop Box generally will be available on the same Business Day on which the deposit is made. If the deposit is made before 5.00 PM of a Business Day then it is considered the day of deposit. Otherwise, the Bank will consider the day of deposit to be the subsequent Business Day. Delays in processing the contents of the Deposit Envelope (and, therefore in crediting the Account) may occur in the event of incorrect preparation of Deposit Envelope or deposit details, or any failure to comply with these Terms and Conditions by the Customer or the Authorized Person.
- 5.4 If the amount recorded on a Deposit Instruction differs from the amount in the Deposit Envelope, the Bank will notify the Customer of the action taken and if the Bank has credited the Account with the amount on the Customer's Deposit Instruction, the Bank reserves the right and the Customer authorizes the Bank to:
- (a) debit the Account with any shortfall; or
  - (b) credit the Account with any excess.

The Bank may adjust (debit or credit) the Account and report adjustments on the Account statement. The Customer hereby waives any objections or rights it may have under laws or in any agreement to dispute or challenge the Bank on such Conclusive Amount or actions the Bank has taken in relation thereto.

- 5.5 If the Customer does not specify a specific deposit amount in the Deposit Instruction in a Deposit Envelope, the Bank may, at its discretion, either reject the deposit or count the contents of the Deposit Envelope and credit the Account the Customer has specified on the Deposit Envelope with the Conclusive Amount counted by the Bank.
- 5.6 The Bank may, but be not obliged to, make recorded call to registered telephone number of the Customer to verify and confirm final instruction from the Customer in relation to the deposit in any of the following circumstances:
- (a) insufficient or incorrect information of the Customer or the Authorized Person in the Deposit Instruction; or
  - (b) discrepancy between the amount recorded on a Deposit Instruction and the amount in the Deposit Envelope; or
  - (c) requirements on the Threshold, quality of note, denomination and any other requirements hereunder are not met.

The Customer hereby agrees that his instruction and confirmation via the recorded phone shall be considered as his final and conclusive agreement in regard to the deposit and any discrepancy (the "**Final Instruction**"). The Bank however reserves the right not to act on the Final Instruction unless and until valid documents or evidence are provided to the Bank to its satisfaction.

- 5.7 The Deposit Envelopes may be opened and the contents may be counted under video surveillance. The Customer agrees that the records of transactions arising out of the use of the Service including the time the transaction recorded, security camera recordings, logbooks, Final Instruction via recorded phone shall be conclusive proof of the genuineness and accuracy of the transaction, and admissible evidence in case of any dispute.
- 5.8 In case the Bank finds a counterfeit note or such note suspected to be counterfeit, the Customer or the Authorized Person agrees that the Bank will not give him the counterfeit note back. In such case, the Bank will deposit the remaining amount after deducting the counterfeit note amount and take necessary actions in compliance with the applicable laws and regulations

## **6. The Bank Responsibilities**

- 6.1 The Bank shall credit the nominated Account for the Conclusive Amount in accordance with these Terms and Conditions.
- 6.2 The Bank is not responsible or liable to the Customer for any:
- (a) discrepancy between the Bank's count and the Customer's count of the contents of any Deposit Envelope;
  - (b) loss or theft from or of the deposit amount or the Deposit Envelope unless the Deposit Envelope has been put in the Drop Box by the Customer in accordance with these Terms and Conditions;
  - (c) loss or theft from or of a Deposit Envelope unless the deposit has been counted and accepted for deposit by the Bank in accordance with these Terms and Conditions;
  - (d) incorrect or improper information provided by the Customer or the Authorized Person in the Deposit Instruction.
- 6.3 The Bank is not responsible to the Customer for any cost, charges, interest, penalty, loss or damage which occurs if the Customer has not complied with these Terms and Conditions or act negligently or fraudulently when using the Service.
- 6.4 The Bank is not liable for any delay in acting upon instructions from the Customer or an Authorized Person which results from the temporary breakdown of, or interruption to, the Service, or any other circumstances beyond the Bank's reasonable control.
- 6.5 To the extent permitted by law, the Bank will not be responsible for any loss or damage (including consequential loss or damage) suffered in relation to use of, or inability to use, the Service, unless the loss or damage is attributable to the gross negligence or willful default of the Bank.

## **7. Customer Responsibilities and Indemnity**

- 7.1 The Customer must be fully responsible for securing the confidentiality and security of his personal information and account information, including but not limited to Account number, Credit Card number, username, password, PIN. In case the Customer has authorized a third party to make deposit through to the Drop Box on his behalf, the Customer will be solely responsible for such disclosure and authorisation.
- 7.2 The Customer shall be solely responsible for all deposits made through the Drop Box and actions by the Authorized Person, even if those actions go beyond the scope of the Customer's agreement with the Authorized Person or even if the Customer did not intend to authorize a particular transaction.

- 7.3 The Bank is hereby requested and authorized, but is not obliged, to rely upon and to take actions to credit to the Account the amount of cash deposited by the Customer or the Authorised Person accompanied with a duly signed Deposit Instruction by the Customer or on the Customer's behalf by the Authorised Person. The Bank shall be entitled to take the aforesaid actions without any inquiry on the Bank's part as to the authority or identity of the Authorised Person regardless of the circumstances prevailing at the time of such delivery. Neither shall the Bank be liable for missing deposits or for subsequent losses, damages on the Account due to unauthorized transaction, nor shall the Bank be liable for any dispute between the Customer and the Authorized Person relating to the amount of money deposited in the Drop Box.
- 7.4 The Customer acknowledges that the Service is primarily used for the Customer's convenience. The Customer hereby agrees and undertakes to indemnify the Bank and to keep it indemnified against all losses, claims, actions, proceedings, demands, damages, cost and expenses (including legal fees and expenses) incurred or sustained by the Bank, of whatever nature and howsoever arising, as a result of or pursuant to the use of said arrangements with regard to making deposits through the Drop Box by the Customer or the Authorized Person, provided that the Bank has acted in accordance with these Terms and Conditions.

## 8. Notices, Correspondence and Communication

- 8.1 Any notice, correspondence or other communication from the Bank to the Customer in respect of the Service 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.