

› Effective July 2009



## *ANZ Credit Card Terms and Conditions*

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# ANZ CREDIT CARD TERMS AND CONDITIONS

*For the Operation of the Credit Card Account and Use of  
the ANZ Credit Card provided under Agreement by ANZ Bank  
(Vietnam) Limited*

*Effective July 2009*

## GENERAL ACKNOWLEDGMENT

The content of the following Terms and Conditions, together with the Application and Agreement constitutes the Credit Card Contract between ANZ and the Cardholder. By entering into the Credit Card Contract, evidenced by the signing of the Application and Agreement, ANZ and the Cardholder bind themselves to comply with the terms and conditions of the Credit Card Contract which governs the operation of the Credit Card Account and use of the Credit Card.

It is important that the Cardholder reads and understands the Credit Card Contract.

### 1. Explanation of terms

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

- (a) ANZ: any bank branch in Vietnam of ANZ Bank (Vietnam) Limited and its successors and assigns;
- (b) Applicant: a person who wishes to become a new Cardholder;
- (c) Application and Agreement (hereafter referred to as Application): the form in the required format completed and submitted to enable ANZ to determine whether to approve an Applicant as a Cardholder, and which forms part of the Credit Card Contract;
- (d) Balance Transfers: the transfer of amounts owing by the Primary Cardholder under a non-ANZ credit card account to the Primary Cardholder's Credit Card Account held with ANZ;
- (e) Business Day: means a day except a Saturday, Sunday or public holidays in Vietnam;
- (f) Cardholder: the Primary Cardholder or Supplementary Cardholder or both;
- (g) Card agent (hereafter referred to as Agent): any organization or individual granted authority to accept the Credit Card as a means of payment for goods and/or services;
- (h) Card outstanding balance (hereafter referred to as Closing Balance): the total balance owing on the Credit Card Account as indicated on the Statement comprising of all Transaction amounts, fees and interest connected to the usage of the Credit Card;

- (i) **Cash Transaction:** use of the Credit Card by the Cardholder to withdraw cash from an Automatic Teller Machine (ATM), bank or other financial institution;
- (j) **Credit Card:** the credit card issued by ANZ to the Cardholder for use on the Cardholder's Visa Classic or Visa Gold Credit Card Account or any other credit card account which ANZ may advise from time to time as being subject to these Terms and Conditions;
- (k) **Credit Card Account:** the account opened in accordance with the Credit Card Contract;
- (l) **Credit Card Contract:** the contract constituted by these Terms and Conditions and the signed Application;
- (m) **Credit limit (hereafter referred to as Limit):** maximum credit level available on the Credit Card as approved by ANZ;
- (n) **Electronic Terminals:** any terminal or device which a Credit Card 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.
- (o) **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;
- (p) **Due Date:** the date by which the Cardholder must pay the Closing Balance or the Minimum Amount;
- (q) **Minimum Amount Due (hereafter referred to as Minimum Amount):** the minimum amount of funds owing on the Credit Card Account as indicated on the Statement which the Cardholder must pay to ANZ on or before the Due Date;
- (r) **PIN:** means Personal Identification Number – that is, the code of numbers or letters that the Cardholder use with the Cardholder's Credit Card through Electronic Terminals.
- (s) **Primary Cardholder:** the person in whose name the Credit Card Account has been opened;
- (t) **Sales Transaction:** use of the Credit Card by the Cardholder to pay for goods and/or services;
- (u) **Security:** any cash or other secured assets or collateral, as agreed in writing with ANZ, that is provided by the Cardholder to secure the payment of all the Cardholder's obligations

under the Credit Card Contract;

- (v) **Statement of Account (hereafter referred to as Statement):** summary document provided by ANZ to the Primary Cardholder listing all Transactions, interests, fees, adjustments (if any) and Minimum Amount to the Cardholder;
- (w) **Supplementary Cardholder:** a person nominated by the Primary Cardholder to be issued with a Credit Card. The Supplementary Cardholder is jointly and severally liable for settling all Transactions and all interest, fees and charges on the Credit Card Account;
- (x) **Transaction:** any Sales Transaction, Cash Transaction, Balance Transfers or Funds Transfer;
- (y) **Terminate:** to suspend, terminate or cancel the Credit Card use including all the Credit Card privileges and features.

## CARD ISSUANCE

### 2. Payment obligations of the Cardholder

The Cardholder, being both the Primary Cardholder 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 Credit Card Account through use of the Credit Card 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 Credit Card 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:

- (a) agree or reject the issuance of the Credit Card to the Cardholder even if the Cardholder satisfies the requirements for issuance stipulated by ANZ;
- (b) reject or approve Transactions even if the Transaction is within the Limit available;
- (c) terminate the use of the Credit Card of the Cardholder at any time;
- (d) increase or decrease the Limit;
- (e) refuse to re-issue, renew, replace or extend the Credit Card; and
- (f) modify, adjust, limit or cancel services, features relating to the Credit Card and Credit Card 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 Credit Card 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 Credit Card Account, ANZ may request the Cardholder to contact ANZ and/or temporarily suspend some or all of the right to use the Credit Card 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.

## CREDIT CARD ACCOUNT AND CREDIT CARD USAGE

### 3. Prohibited use of the Credit Card Account and Credit Card

The Cardholder agrees to:

- (a) use the Credit Card Account and Credit Card wholly and exclusively for the Cardholder's private and domestic purpose;
- (b) not use the Credit Card Account and Credit Card for any unlawful purpose, including the purchase of goods or services prohibited by the laws of the jurisdiction in which the Cardholder is in.

### 4. Sales Transaction

The Cardholder may use the Credit Card to make Sales Transaction/s at any Agent. The Cardholder must provide duly needed accurate information as ANZ requires for transaction approval. ANZ has the right to debit the Credit Card Account with any Transaction amount conducted by the Cardholder.

ANZ shall not be held liable for any costs or damages claimed by the Cardholder if the Agent does not accept or honor the Credit Card even if the Transaction is within the Limit available and/or for goods or services purchased with a Credit Card. Any complaints about goods or services purchased with a Credit Card must be resolved directly with the Agent.

### 5. Cash Transaction

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

ANZ reserves the right to limit the value of each Cash Transaction and/or the total value of all Cash Transactions on the Credit Card 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

The Cardholder must use a confidential PIN with the Cardholder's Credit Card 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

unauthorized person. The Cardholder shall be solely responsible for any Transaction or charges made using the Credit Card 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.

### 7. Statement

ANZ shall provide the Cardholder a monthly Statement at the billing address nominated by Cardholder, except where there is no activity on the Credit Card Account. If the billing address can not 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 Credit Card.

The Statement shall be conclusively presumed to have been received by the Cardholder 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 Statement is presumed 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 Closing Balance. Any other Closing Balance and/or Minimum Amount 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 Credit Card Account on the Due Date set out in the Statement.

### 8. Ownership of the Credit Card

The Credit Card is the exclusive property of ANZ and is non-transferable by the Cardholder. The Credit Card 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 Credit Card issuance and use at anytime and for whatever reason. In these circumstances, the Cardholder agrees to surrender the Credit Card and the same shall be confiscated by ANZ or any of ANZ's accredited establishments. Upon such termination, the Closing Balance on the Credit Card 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 Credit Card after its expiry date or termination of the Credit Card Contract including permitting any other person(s) to use the Credit Card for any reason whatsoever

after these events. Continued use of the Credit Card thereafter shall be considered as a fraudulent act by the Cardholder.

ANZ may amend, at its discretion, the Credit Card number and/or expiry date when issuing a renewal or replacement Credit Card 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 Credit Card number or otherwise.

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

## 9. Transactions on the Credit Card Account

The Cardholder agrees that ANZ can debit the Credit Card Account with all Transactions authorized by the Cardholder. Transactions can be authorized by the Cardholder by:

- (a) using the Cardholder's Credit Card, alone or together with the Cardholder's PIN, in conjunction with any electronic equipment;
- (b) presenting the Cardholder's Credit Card to an Agent and signing a voucher or other documentation acceptable to ANZ authorizing the transaction; or
- (c) transferring funds electronically.

When the Cardholder authorizes a Transaction:

- (a) the Cardholder is confirming the validity of the amount of the Transaction, that is, the transaction correctly represents the purchase price of the goods or services obtained, or the amount of the Cash Transaction;
- (b) the Cardholder is agreeing to pay (in Vietnamese Dong) the amount of that Transaction; and
- (c) the Cardholder agrees that ANZ provides the Cardholder with credit equal to the amount of the Transaction on the date on which the Cardholder makes the Transaction.

## 10. Updating of information

The Cardholder undertakes to notify ANZ immediately of any changes in the Cardholder information's including any other forms of communication which ANZ may communicate with the Cardholder aside from those which have been disclosed in the Application.

## 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:

- (a) any Agent refusing to accept the Credit Card for any reason;
- (b) any break down, mistake, damage of any ATM and/or any Electronic Terminal accepting the Credit Card;
- (c) delays or inability to carry out the responsibilities under the Credit Card 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;
- (d) an inability to access data and/or information from the Credit Card;
- (e) 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 Credit Card is withdrawn from the Cardholder or the Credit Card 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 Credit Card Account for the amount initially debited for the transaction.

## 13. Time limits for reversing a transaction

The Cardholder must notify ANZ immediately of a disputed transaction. Credit card scheme operating rules impose time limits after the expiry of which ANZ is not able to reverse a transaction. The minimum time limit generally applicable is seventy five (75) days after the disputed transaction, but some time limits are longer. If the Cardholder does not notify ANZ in time, ANZ may be unable to investigate the Cardholder's claim in which case the Cardholder will be liable for the transaction.

## 14. Termination by Cardholder

The Primary Cardholder may close the Credit Card Account at any time by advising ANZ in writing. Upon closing of the Credit Card Account by the Primary Cardholder, the Closing Balance on the Credit Card Account including fees and interests of all Transactions shall become immediately due and payable without need of notice or demand by

ANZ and no further use on the Credit Card shall be permissible by any Cardholder. Termination shall take effect on or before the fifth (5th) Business Day after satisfying the conditions in this clause.

Any Security provided by the Cardholder for the Credit Card Account shall continue to be held for a minimum of thirty (30) days from the termination date.

## 15. Cardholder Instructions

The Cardholder authorizes ANZ to perform activities that ANZ considers appropriate upon the instructions of the Cardholder to ANZ. The Cardholder's instructions may be notified or communicated by the Cardholder to ANZ from time to time by mail, telephone, telex or facsimile. ANZ may require the instructions to be contained or sent in a particular form or require the instructions to be confirmed in writing or otherwise before ANZ acts on the instructions.

ANZ, however, reserves the right to refuse to accept such instructions without explaining ANZ's reasons for doing so. If ANZ does accept instructions by mail, telephone, telex or facsimile, ANZ may conclusively rely upon them if the member of staff receiving such instructions believes at that time they were given by the Cardholder or on the Cardholder's behalf and are duly authorized, accurate and complete, notwithstanding that they are not so given or not duly authorized, accurate and complete, and notwithstanding that the confirmation subsequently received from the Cardholder may differ in any respect from such instructions and the Cardholder shall keep ANZ fully indemnified from an against all actions, proceedings, claims, demands or losses which ANZ may incur or sustain by reason either directly or indirectly of acting on such instructions.

## 16. Notifications and communications by ANZ

Notifications or communications sent by ANZ to the Cardholder via mail, text messaging, telex, facsimile, e-mail or other electronic means using the contact details provided by the Cardholder shall be deemed to have been sent to the Cardholder. The Cardholder hereby indemnifies ANZ from any liability if the information contained in the electronic notification or communication is, by any means, accessed by any person other than the Cardholder.

The Cardholder agrees that any notification or communication sent by ANZ to the Cardholder using the contact details provided by the Cardholder and through the means specified in this clause shall be considered as received by the Cardholder within ten (10) days of being sent.

## 17. Telephone communications

The Cardholder agrees that by calling or accepting calls from ANZ or any authorized third party, ANZ or authorized third party may, at its sole discretion, record the Cardholder's telephone communications. The Cardholder agrees that such taped or recorded communications may be used by ANZ or any third party, for any purpose, including being used as evidence in any proceedings, judicial or administrative.

## CREDIT LIMITS

### 18. Over Limit

The Cardholder shall keep track of his/her total obligations so as not to exceed the Limit at any given time.

ANZ reserves the right, without prior notice, to decline any Transaction, suspend the Credit Card privileges of the Cardholder and/or charge an excess limit fee as determined by ANZ, if the Limit has been exceeded. By authorizing a transaction which results in the Closing Balance to exceed the Limit, ANZ is not increasing the Cardholder's Limit. If the Cardholder exceeds the Limit, the Cardholder must pay the amount exceeding the Limit and all associated fees immediately. The use of the Credit Card in excess of the Limit, without prior approval of ANZ, shall be considered as a fraudulent act of the Cardholder.

### 19. Increase/decrease in Limit

The Cardholder hereby unconditionally and absolutely authorizes ANZ to approve, at its discretion, any increase or decrease in the Limit whether applied for by the Cardholder or due to the history of the Credit Card Account. Written confirmation from the Cardholder is not required prior to ANZ increasing or decreasing any Limit. ANZ will provide written notification of any such increase or decrease to the Cardholder as soon as reasonably practicable.

## METHOD OF PAYMENT

### 20. All Transactions, fees and charges must be paid by the Cardholder to ANZ on or before the Due Date on the Statement.

Payment can be made:

- (a) at ANZ via cash, cheque or transfer from another account;
- (b) by transferring funds from a linked account using ANZ Internet Banking; and
- (c) by depositing funds or transferring funds from a linked account at selected ANZ ATMs.

An automatic payment arrangement may also be arranged if the Primary Cardholder has a deposit account with any organization that ANZ has an agreement to effect automatic debit arrangements. The Cardholder must ensure that any nominated payment account has sufficient available balance to cover any payments.

If the amount from the nominated payment account is not sufficient to pay the Closing Balance, the Cardholder must pay directly or indirectly the remaining balance on time and bear all fees and any interest.

## 21. Amount to pay

The Cardholder shall be liable to pay the total Minimum Amount on or before the Due Date as shown in the monthly Statement issued to the Cardholder. The Cardholder, however, shall have the option to pay the total Closing Balance, the Minimum Amount or any amount in between the total Closing Balance and Minimum Amount to ANZ.

The Minimum Amount is computed as the sum of the following:

- (a) Closing Balance multiplied by a predetermined percentage as defined by ANZ or a required minimum amount imposed by ANZ, whichever is the higher;
- (b) any amount exceeding the Limit; and
- (c) all past Minimum Amounts, if any.

If the Due Date falls on a Saturday, Sunday, non- ANZ Business Day, or public holiday, the payment is due on the preceding Business Day of that Due Date.

## 22. Application of payment

Payments made to the Credit Card Account shall be applied in the following order:

- (a) fees and/or interest from the last period;
- (b) Cash Transactions from the last period;
- (c) Sales Transactions from the last period;
- (d) fees and/or interest from the current period;
- (e) Cash Transactions from the current period;
- (f) Sales Transactions from the current period.

## 23. Transactions conducted in currencies other than Vietnamese Dong

23.1. The Cardholder must pay any Transactions denominated in a foreign currency in Vietnamese Dong.

23.2. To the extent permitted by applicable law, international transaction fees apply when the Cardholder conducts a Transaction on his/her Credit Card in currencies other than Vietnamese Dong.

23.3. When the Cardholder conducts a Transaction on his/her Credit Card in currencies other than Vietnamese Dong, the 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 by Visa International. The conversion rate used is a wholesale market rate selected by Visa International from a range of wholesale rates one day before the Transaction is processed by Visa International.

## 24. Interest

### 24.1. Interest Rate

When ANZ has approved the Primary Cardholder's Credit Card Application, ANZ will advise the Cardholder of the annual percentage rate used to calculate the interest charges on the Credit Card Account. There may be more than one interest rate applied to the Credit Card Account and the Cardholder will be notified if this happens.

### 24.2. Interest Free Period for Sales Transaction

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

### 24.3. Interest Calculation

The Cardholder agrees to pay interest charged to the Credit Card Account. Interest is calculated as follows:

- (a) Sales Transactions, fees, charges and all other debits to the Credit card Account (excluding Cash Transactions): If the Cardholder fails to pay the full Closing Balance on or before the Due Date the Cardholder must pay interest to ANZ. Interest is calculated from the date of the debit to the Credit Card Account until the date payment is effected.
- (b) Cash Transactions: Interest is calculated from the date the Cash Transaction is debited to the Credit Card Account until the date payment is effected.

Payments are applied to debits on the Credit Card Account in the order as described in Clause 22.

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

## 25. Default

The Cardholder shall be deemed in default under the Credit Card Contract if the Cardholder fails to meet any of its obligations under the Credit Card Contract, in which case the total Closing Balance shall become immediately due and payable by the Cardholder to ANZ.

If the Cardholder has more than one Credit Card Account with ANZ, a default in one Credit Card Account shall automatically be considered as a default in all of the other Account/s. 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 Closing 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 Credit Card and proceed with full debt recovery;
- (b) Apply an overdue interest rate to the Closing Balance as stipulated by ANZ;

- (c) Perform one or more debt collection activities including legal action;
- (d) 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;
- (e) 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
- (f) 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.

## FEES

### 26. Fees

In addition to interest, the Cardholder must pay all fees and charges associated with the Credit Card, including, but not limited to 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 Credit Card 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 Credit Card prior to the Credit Card expiry date;
- (j) Lost Card and replacement fee: charged when the Cardholder notifies ANZ of a lost or stolen Credit Card;
- (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 dishonor fee: charged when the Cardholder's instruction to debit a deposit account is dishonored due to lack of cleared funds in the Cardholder's deposit account

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 Credit Card Account, either immediately or on a subsequent statement, whichever is applicable.

The details of the above fees are set out in ANZ's Fee Schedule which forms an integral part of these 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.

## OTHER PROVISIONS

### 27. Supplementary card(s)

The Primary Cardholder may authorize ANZ to issue an additional Credit Card to a Supplementary Cardholder(s). Supplementary Cardholders must be over the age of 18 years and meet ANZ's customer identification requirements.

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

The use of the Credit Card by the Supplementary Cardholders(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 Credit Card Account linked to the Credit Card in the same way that the Primary Cardholder can;
- (b) can obtain information about the Credit Card Account linked to the Credit Card 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 Credit Card Account through use of the Credit Card 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 Credit Card linked to the Credit Card 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 Credit Card by the Supplementary Cardholders when the Primary Cardholder has returned the Credit Card to ANZ or has taken all reasonable steps to return it to ANZ.

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

Upon written notice or by any other means to the Cardholder, ANZ may, at any time and for whatever reason it may deem proper, amend, revise or modify these Terms and Conditions, interest rates and fees and charges and such amendments shall bind the Cardholder unless he/she objects thereto by manifesting his/her intention to terminate the Credit Card Contract subject to the conditions set forth in Clause 14 within five (5) days from receipt of notice.

### **29. ANZ's liability for damages**

In any action arising from the Credit Card Contract or any associated action, which the Cardholder or any party on his/her behalf may claim 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 proven, whichever is lower.

ANZ shall not be liable for any liability arising under or in connection with this Credit Card Contract to the Cardholder.

### **30. Waiver of breach of contract**

No waiver of a breach or violation of any of these 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 Credit Card Contract.

### **31. Severability**

Should any of these Terms and Conditions or any part or clause of this instrument be declared void or unenforceable by an 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 Credit Card Contract shall benefit and be binding on the parties, their respective successors and any permitted assignee or transferee of a party's rights or obligations under the Credit Card Contract. The Cardholder's rights and obligations under the Credit Card Contract may not be assigned or transferred without the prior written approval of ANZ and the Cardholder hereby agrees that ANZ shall be entitled to transfer without the further consent of the Cardholder all rights and obligations under the Credit Card Contract

(i) pursuant to the transfer of all or substantially all of its assets to another entity or (ii) to its related corporation which is licensed to carry on banking or investment banking business in Vietnam or elsewhere. The Cardholder agrees to do any act or execute any document as ANZ may direct to effect any assignment or transfer contemplated in this clause.

### **33. Governing Law**

The Credit Card Contract is governed by the laws applicable in the Socialist Republic of Vietnam and its regulations on the issuance, usage and payment of credit cards.

### **34. Dispute**

In the case of any dispute that is not settled by amicable negotiation, it will be brought to the competent agency for settlement according to the laws of Socialist Republic 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 into 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

If the Cardholder supplies ANZ with any information:-

- (a) subject to ANZ's general duties of confidentiality, the Cardholder agree that ANZ may disclose any such information to any employee, agent or professional advisor of ANZ or Australia and New Zealand Banking Group Limited and its related entities for the purpose of conducting any relevant business operations (such as risk management, systems development and testing, credit analysis, training and market research) and to conduct any transaction under the Credit Card Contract.
- (b) any such information may also be used or disclosed as necessary in relation to:
  - (i) compliance with any relevant laws, regulations, codes and external payment systems;
  - (ii) prevention and investigation of any crime or fraud (or suspected crime or fraud);
  - (iii) as required to do so under any applicable law or by a government authority or court.
- (c) 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 agrees to tell that person that ANZ holds such information and to procure that person's consent to the use of any information in accordance with this clause.

### 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 Credit Card Contract. If a Credit Card 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 Credit Card Contract.

### 38. APS222 Disclosure

ANZ Bank (Vietnam) Limited ("ANZ") is a subsidiary of Australia and New Zealand Banking Group Limited ("ANZBGL"), which is incorporated in Australia. ANZ is incorporated and licensed in Vietnam with limited liability. ANZ is not an authorised deposit taking institution within the meaning of the laws of Australia. Deposits or liabilities with ANZ are not deposits or other liabilities of ANZBGL. ANZBGL does not hold unlimited exposure to ANZ.

### 39. Inconsistency

Notwithstanding the existence of any translation of this document in the event of inconsistency, the English language version shall prevail.

## ANZ Offices

### Hanoi Offices

- **Hanoi Transaction Center:**  
14 Le Thai To Street, Hoan Kiem District
- **Cau Giay:**  
Room 102 - D5 Block, Nguyen Phong Sac Street, Cau Giay District
- **Trung Hoa:**  
1<sup>st</sup> Floor, VIMECO Building, Pham Hung Street, Cau Giay District
- **Noi Bai:**  
Noi Bai International Airport, Soc Son District

### Ho Chi Minh City Offices

- **Ho Chi Minh City Branch:**  
11 Me Linh Square, District 1
- **District 3:**  
65 Pham Ngoc Thach Street
- **District 5:**  
86 Tan Da Street
- **District 7 - Saigon South:**  
47 Nguyen Van Linh Boulevard

### Can Tho Representative Office


6 Phan Van Tri Street

## How to contact us

 1800 1559 (free)

 [www.anz.com/vietnam](http://www.anz.com/vietnam)

 [ask@anz.com](mailto:ask@anz.com)

 Visit your nearest ANZ office

 ANZ Mobile Banking Services (free)