

- 1. FlexiFund is available only to primary credit cardholders of ANZ who satisfy the requirements as solely determined by ANZ.
- 2. If eligible for FlexiFund, you may request ANZ to transfer an amount in Vietnam Dong to your bank account in Vietnam subject to conditions as mentioned in these terms and conditions by signing an ANZ Credit Card FlexiFund Application Form. ANZ reserves the right to accept or reject such request , without providing any reason for such decision
- 3. The maximum amount you may request and is disbursed by ANZ under FlexiFund (the **"Disbursed Amount"**) shall not exceed (a) 50% of available limit for cash transaction on your credit card account at the time of disbursement, which includes the increased promotional limit (if any), (**"Cash Limit"**), or (b) 300,000,000 VND, whichever is lower.
- 4. An upfront transaction processing fee as determined by ANZ shall be debited to your credit card account in full and shall not be refundable in any event.
- 5. Your Cash Limit (excluding any temporary credit limit increase) must at least equal the Disbursed Amount and the interests relating to the Disbursed Amount and the transaction processing fee. If the amount you request exceeds your Cash Limit at the time of disbursement, the amount to be transferred will be determined by ANZ in its sole discretion.
- 6. To the extent permitted by law, ANZ will not liable for any loss or damage whatsoever incurred by you resulting from a delay in processing the disbursement.
- 7. You shall pay the Disbursed Amount and any interest accrued on such Disbursed Amount for the tenor and instalments you have selected in the Credit Card FlexiFund Application Form and as ANZ may from time to time determine and approve (each an **"Instalment"**). Your Cash Limit will be reduced by an amount equivalent to the approved Disbursed Amount and transaction processing fee, but will be progressively restored by the amount of each Instalment as it is paid and to and received by ANZ.
- 8. You may not change the tenor of FlexiFund after submission of FlexiFund Application Form.
- 9. Each Instalment shall be charged to your credit card account and shall constitute part of your minimum monthly credit card repayments ("Minimum Amount") until your FlexiFund is paid in full or expires. The Instalments payable will be reflected in your credit card monthly statement and shall be payable in accordance with the FlexiFund Terms and Conditions and ANZ Credit Card Agreement (as defined in the ANZ Credit Card Application Form).
- 10. You must pay the Minimum Amount by the due date as stated in your credit card monthly statement, otherwise late payment fees as determined by ANZ will be applied. If you fail to make payment for the Minimum Amount or are otherwise in breach of any provisions of ANZ Credit Card Agreement, your FlexiFund shall be cancelled.
- 11. You are entitled to a preferential interest rate as determined by ANZ with regard to the Disbursed Amount ("**Preferential Interest Rate**"). The Preferential Interest Rate does not apply to any amounts incurred on your credit card account other than the Disbursed Amount.
- 12. The Preferential Interest Rate applies from the date ANZ transfers the Disbursed Amount until the Disbursed Amount is fully repaid or the last date of the tenor of your drawing under FlexiFund, which ever is earlier. Any outstanding amounts after the last date of such tenor shall be subject to the interest rate applicable to normal cash transaction under your credit card.
- 13. ANZ may at its discretion impose a non-refundable instalment plan early repayment fee, which will be debited to your credit card account and become immediately due and payable, if:
 - (i) The FlexiFund is terminated by reason of termination of your credit card account (either when such termination is initiated by you or by ANZ). In such case, aside from this instalment plan early repayment fee amount, all unpaid Instalments will become immediately due and payable; or
 - (ii) You make early prepayment of any Disbursed Amounts under your FlexiFund. For avoidance of doubt, early repayment fee shall be payable regardless of your subsequent revocation of early prepayment.
- 14. When you make a payment for your credit card, the order of application of payment shall be as provided in the ANZ Credit Card Terms and Conditions.
- 15. This FlexiFund Terms and Conditions, together with the ANZ Credit Card FlexiFund Application Form and ANZ Credit Card Agreement, constitute the single contract between you and ANZ in relation to ANZ Credit Card. By signing the ANZ Credit Card FlexiFund Application Form, you agree to be bound by the terms and conditions of such contract, including the FlexiFund Terms and Conditions.
- 16. Unless otherwise specified, if there is any inconsistency between and ANZ Credit Card Terms and Conditions, FlexiFund Terms and Conditions shall prevail in so far as it relates to FlexiFund.
- 17. ANZ's decision on all matters relating to FlexiFund shall be at its absolute discretion and shall be final and binding on you.
- 18. ANZ may, at any time and at its discretion, amend, vary or modify any provisions of FlexiFund Terms and Conditions, the Instalment amount, all fees applicable to FlexiFund, tenor and any and all details of your FlexiFund without notice and such changes shall be binding on you with effect from such date ANZ may determine.
- 19. 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 is not required to meet the obligations of ANZ.