

- 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 requested payment shown on the statement 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. Calculation of this amount is provided in Clause 21 in the General Terms and Conditions;

(r) PIN: means Personal Identification Number – that is, the code of numbers or letters that the Cardholder uses with the Cardholder's Credit Card through Electronic Terminals.

(s) Primary Cardholder: the person in whose name the ANZ 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 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 Credit Card Contract;

(v) 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;

(w) Supplementary Cardholder: a person authorized by the Primary Cardholder to own a Credit Card 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 Credit Card Account;

(x) Transaction: any Sales Transaction, Cash Transaction, Balance Transfers or Funds Transfer;

(y) Terminate: to suspend, terminate or cancel the usage of a Credit Card including all Credit Card privileges and features.

(z) 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;

(aa) Open To Buy: maximum amount that Cardholder is permitted to spend using ANZ Credit Card at moment of the transaction.

(ab) 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 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 f 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 ANZ 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 ANZ 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 ANZ 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 ANZ Credit Card Account and Credit Card

The Cardholder agrees to:

- (a) use the ANZ Credit Card Account and Credit Card wholly and exclusively for the purchase of goods or services for the Cardholder's personal and domestic consumption;
- (b) not use the ANZ Credit Card Account and Credit Card for any unlawful purpose, including but not limited to 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 accurate information as ANZ requires for the approval of transaction. ANZ has the right to debit the ANZ Credit Card Account with any 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 or any order, payment made thereof even if the Transaction is within the Limit available and/or for purposes permitted. Any complaints about goods or services purchased with a Credit Card or any order, payment made thereof 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 aggregate 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 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 Credit Card 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 Credit Card.

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 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 Outstanding Balance on the ANZ 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 ANZ Credit Card Account

The Cardholder agrees that ANZ can debit the ANZ 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 Terminal;
- (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 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 ANZ 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 ANZ Credit Card Account at any time by advising ANZ in writing. Upon closing of the ANZ Credit Card Account by the Primary Cardholder, the Outstanding Balance on the ANZ 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 ANZ 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, email, telephone, telex or facsimile. ANZ may (but not obliged) 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.

The Cardholder hereby agrees and undertakes to indemnify ANZ and to keep ANZ indemnified against all losses, claims, actions, proceedings, demands, damages, costs and expenses (including legal fees and expenses) incurred or sustained directly or indirectly by ANZ, of whatever nature and howsoever arising, as a result of or pursuant to ANZ compliance and action with regard to mail, email, telephone, telex or facsimile instructions from the Cardholder.

### 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 it may incur 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 any instruction, notification, acceptance or communication given by him/her to ANZ shall be binding with the Cardholder. The Cardholder further agrees that by calling or accepting calls from ANZ or any ANZ's authorized third party, ANZ or ANZ's 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 matter.

The Cardholder agrees that ANZ may charge fees and other expenses with respect to processing instruction of the Cardholder instructed on phone. Such fees and expenses will be shown on the subsequent monthly Statement(s). The Cardholder further 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.

## 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 Outstanding 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 ANZ 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.

## Making payment to your ANZ Credit Card Account

### 20. Method of Payments

Payment can be made:

- (a) through Internet Banking (VND Only)
- (b) at ANZ ATMs
- (c) through Auto Debit
- (d) by Telegraphic Transfer (TT) from other banks
- (e) by cash payment via other banks
- (f) at ANZ branches
- (g) via ANZ Cards 24/7 at 1800 1559

An automatic payment arrangement may 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 Statement Closing Balance, the automatic payment arrangement cannot be arranged and the Cardholder must pay directly or indirectly the Statement Closing Balance on time and all fees and any interest arising therefrom.

The Cardholder should be aware that there are risks associated with the payment instruction relying solely on credit card number either at any ATM, or at ANZ or from any other banks or by whatever manner (the "Instruction"), including but not limited to risks of the fund being lost or abused arising due to negligence and wrong input of the recipient's credit card number. The Cardholder must also be aware that the fund transfer will be made relying solely on the recipient's credit card number and there might not be any verification prior to transfer or confirmation after the transfer is made. The Cardholder shall ensure and cause its appointed person to make prudent use of providing any information on credit card number to effect the Instruction. The Cardholder shall be fully responsible for any risks arising out of incomplete or incorrect information provided by the Cardholder or its appointed person from time to time.

### 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 Statement Closing Balance, the Minimum Amount or any amount in between the total Statement Closing Balance and Minimum Amount to ANZ.

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

- (a) Either: (i) For account with Instalment Plan(s): The greater of a predefined percentage of the Outstanding Balance less total Instalment Plan balances, plus any repayment amount due for the Instalment Plan or, a minimum amount as required by ANZ.
- Or: (ii) For account without Instalment Plan(s): The greater of a predefined percentage of the Outstanding Balance or a required minimum amount.

Details of the percentage and minimum required amount are set out in ANZ Credit Card Fee Schedule; and

- (b) any amount exceeding the Limit; and
- (c) all unpaid 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 ANZ Credit Card Account shall be applied in the following order:

- (a) Any Instalment Plan repayment amount as shown on statement of account;
  - (b) Cash Advance related interest, fees from the last period and the current period;
  - (c) Cash Advance principal;
  - (d) Sales Transactions related interest, fees from the last period and the current period;
  - (e) Sales Transactions principle;
  - (f) Instalment Plan repayment amount in current period,
  - (g) Unbilled Cash Advance principal;
  - (h) Unbilled Sales Transactions principal;
  - (i) Remaining Instalment Plan balances
- Overpayment:
- (a) For account with Instalment Plan(s): payments made if greater than the Statement Closing Balance, the extra amount paid will be applied to set off the balance of the Instalment Plan(s)

in a prioty order as solely determined by ANZ. Early payment fee for such instalment may be applied when any Instalment Plan is repaid prior to its schedule.

(b) For account without Instalment Plan(s): payments made if greater than the Statement Closing Balance, the extra amount will be added up in the Open To Buy of ANZ Credit Card Account. The Open To Buy balance could be greater than the Credit Limit. Credit Limit will not be changed by an increase of the Open To Buy balance.

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

- 1.1 The Cardholder must pay any Transactions denominated in a foreign currency in Vietnamese Dong.
- 1.2 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.
- 1.3 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

- 1.1 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 ANZ Credit Card Account. There may be more than one interest rate applied to the ANZ Credit Card Account and the Cardholder will be notified if this happens.
- 1.2 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.
- 1.3 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 Credit Card Account. Interest is calculated as follows:

- (a) Sales Transactions, fees, charges and all other debits to the ANZ Credit Card 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 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 ANZ Credit Card 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 Credit Card 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 Credit Card Contract if the Cardholder fails to meet any of its obligations under the Credit Card Contract, 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 Credit Card 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 Credit Card, 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 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
- (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

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 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 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](http://anz.com/vietnam) or at any ANZ branch or by calling ANZ Cards 24/7 at 1800 1559.

## 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 16 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 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 Credit Card Account linked to the Credit Card in the same way that the Primary Cardholder can;
- (b) can obtain information about the ANZ 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 ANZ 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 ANZ 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

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 Credit Card 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 [www.anz.com/Vietnam](http://www.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 Credit Card 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 Credit Card or any transaction or service contemplated thereof, except where such losses, claims, actions, proceedings, demands, damages, costs and expenses is 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 Credit Card 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 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 Cardholder's rights and obligations under the Credit Card 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 Credit Card 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 Credit Card 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 Credit Card 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); 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 Credit Card 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 corporate 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 Credit Card Service; regulatory bodies, government agencies, law enforcement bodies, taxation authorities and courts; 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 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 authorized 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.

## Credit Card Rewards Program – 03.2013

### Participation

The ANZ Credit Card Rewards Program is open to the holders of ANZ Visa Classic, ANZ Visa Gold , ANZ Visa Platinum and ANZ Signature Priority Banking Visa Platinum Credit Card (hereinafter called a "Card", and an account opened in respect of a Card called a "Card Account") issued by ANZ Bank (Vietnam) Limited ("ANZ")

Rewards earned by Supplementary Cardholders will be credited to the Card Account of the Primary Cardholder and may only be used by the Primary Cardholder for the redemption of Rewards.

### Rewards

Credit Card type	Reward per statement cycle	Reward maximum per statement cycle
ANZ Visa Classic/ Gold	0.3% of cardholder's spending	No limit
ANZ Visa Platinum	0.4% of cardholder's spending Additional 5% of cardholder's spending at dining category merchants on weekends (Saturday and Sunday)	No limit Maximum VND 300,000 with condition of minimum spending of VND 10,000,000 in one statement cycle
ANZ Signature Priority Banking Visa Platinum	0.5% of cardholder's spending Additional 5% of cardholder's spending at dining category merchants on weekends (Saturday and Sunday)	No limit Maximum VND 300,000 with condition of minimum spending of VND 10,000,000 in one statement cycle

Reward granted shall be conditional upon the fulfilment of the terms of the Reward Program by the cardholders

### Terms and Conditions of the Reward Program:

- Spending made by both the Primary and Supplementary Cardholders are qualified for rewards. Spending made by the Supplementary Cardholder will be counted under Primary Cardholder. Spendings eligible for the Reward Program include both domestic and international retail transaction using the Card. 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 reward under this Reward Program.

- Reward accumulated under the Card Account (i) will be forfeited and/or (ii) will not be awarded when the Card 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 Credit Card Terms and Conditions has occurred.

In such event, any outstanding Reward whether received before or after Cardholder's Reward amounts have been forfeited shall not be processed.

- Additional reward (for ANZ Visa Platinum and ANZ Signature Priority Banking Visa Platinum Credit Card) will be computed based on spending at dining category merchants on weekends (Saturday and Sunday) in one statement cycle. Retail purchases made in dining outlets during weekends are identified as qualified transactions based on dining merchant category codes assigned by VISA and which are successfully posted to credit card account within the statement cycle.

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

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

- If the Primary Cardholder's Card 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 Rewards programme and all unused Rewards amounts then accrued shall automatically be cancelled.

- ANZ reserves the right not to provide any reasons, for non-accordance of rewards to customers;

- ANZ decision on rewards granted is absolute and final;

- ANZ may, at its absolute discretion and at any time, withdraw, vary or substitute any Reward or vary, modify or amend these terms and conditions as it may deem fit, and the Cardholder shall be bound by such variations and amendments without any notice served by ANZ.

- The Cardholder hereby authorizes ANZ to disclose information regarding the Cardholder and the Cardholder's Card Account(s) to any third parties for the purpose of the ANZ Credit Card Reward Program.

- This Reward Program takes effect and replaces the current Rebate Policy as from the date mentioned above.

## ANZ Credit Card Terms and Conditions

For the operation of the ANZ Credit Card Account and use of the ANZ Credit Card provided by ANZ Bank (Vietnam) Limited.

Effective as of 15 January, 2014

## General acknowledgment

These Terms and Conditions for the operation of the ANZ Credit Card Account and use of the ANZ Credit Card provided by ANZ Bank (Vietnam) Limited (the "General Terms and Conditions"), together with the Application and Agreement, constitute 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, the Cardholder agrees to be bound by the terms and conditions of the Credit Card Contract which governs the operation of the ANZ Credit Card Account and use of the Credit Card.

These General Terms and Conditions apply together with any terms and conditions applicable to the ANZ Credit Card 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 Credit Card, these Terms and Conditions will prevail.

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

### 1. Explanation of terms

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

- (a) ANZ: any branch in Vietnam of ANZ Bank (Vietnam) Limited and its successors and assignees;
- (b) Applicant: a person who wishes to become a Cardholder;
- (c) 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 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 ANZ Credit Card Account;
- (e) Business Day: means a day where banks are open for business in Vietnam, except a Saturday, Sunday or public holidays in Vietnam;
- (f) 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;
- (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) Outstanding Balance: is the total outstanding balance of the account as at the close of the statement period;
- (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 Classic/ Gold/ Platinum ANZ Credit Card Account or any other credit card account which ANZ may advise from time to time as being subject to these General Terms and Conditions;
- (k) ANZ Credit Card Account: the account opened in accordance with the Credit Card Contract;
- (l) Credit Card Contract: the contract constituted by these General Terms and Conditions and the Application signed by the Applicant;
- (m) Credit Limit (hereafter referred to as Limit): maximum amount of credit 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;

