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## ANZ Internet Banking Terms and Conditions – Retail Banking

These terms and conditions (the “Terms and Conditions”) apply to the use of ANZ Internet Banking service of IB Users (as defined below). These Terms and Conditions apply together with any terms and conditions applicable to the Account(s) which IB Users have nominated to be linked with on ANZ Internet Banking and products or services offered by ANZ where they may initiate and transact through ANZ Internet Banking.

Unless otherwise specified, if there is an inconsistency between these Terms and Conditions and the terms and conditions applicable to the Account(s) or the products and services where IB Users may initiate and transact through ANZ Internet Banking, these Terms and Conditions will prevail for all transactions using the ANZ Internet Banking service.

If IB Users have not previously agreed in writing that they have read, understand and agree to be bound by these Terms and Conditions, they hereby agree that by ticking the “I accept to be bound to the ANZ Internet Banking Terms and Conditions” box and clicking the “Accept” button on the ANZ Internet Banking Web Site at their first login will constitute their acceptance of these Terms and Conditions.

### 1. Definitions

In these Terms and Conditions, the following definitions apply unless otherwise stated:

**Account(s)** means all bank accounts held with ANZ, which are able to be linked on ANZ Internet Banking and which the Account Holder has nominated to be linked on ANZ Internet Banking.

**Account Holder** means the person or entity in whose name the Account has been opened and who is responsible for the Account under the relevant Account authority. Unless the context requires otherwise, the Account Holder shall be referred to as “IB User” in these Terms and Conditions.

**Account Signatory** means the person or persons who is authorised to operate the Account(s) with ANZ under the relevant Account authority.

**ANZ** means ANZ Bank (Vietnam) Limited and its successors and assignees.

**Business Day** means a day (other than Saturday, Sunday or public holidays in Vietnam) on which ANZ is open for business in Vietnam

**ANZ Group Member** means any branch, subsidiary or agent of ANZ, including ANZ’s head office or parent company, Australia and New Zealand Banking Group Limited, and its branches, subsidiaries, agents, representative offices, regional offices or affiliates, or any related corporation of ANZ anywhere in the world.

**ANZ Internet Banking** means banking services in respect of Account(s) provided by ANZ via the Internet and accessible at the URL address listed at the end of this document. ANZ Internet Banking can be accessed using personal computer or mobile phone; however, some functions on ANZ Internet Banking may not be available on mobile phone.

**Authorised User** for the purposes of ANZ Internet Banking means a person or persons authorised or otherwise permitted by the Account Holder to access the Account Holder’s nominated linked Accounts through ANZ Internet Banking.

**Biller** means an organisation in Vietnam receiving payments from ANZ customers via ANZ channels.

**Bill Payments** means the function through which IB Users may lodge instructions to ANZ to make Immediate or Future-dated Transfer in local currency from their eligible nominated linked local currency Account(s) opened and held with ANZ to their nominated Biller.

**Cross Currency Transfer Request** means the function through which IB Users may lodge instructions to ANZ to make an Immediate Transfer of funds in cross currency between their eligible nominated linked Account(s) opened and held with ANZ in Vietnam.

**Duplicate Statement Order Request** means the function through which IB Users may request ANZ to issue a duplicate statement of account for their eligible nominated linked Account(s).

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**Force Majeure** means any act of nature, war, riot, sabotage, revolution, or any other unlawful act against public order or authority, an industrial or labour dispute, a governmental restraint, civil unrest, power shortages or power failure, sudden or unexpected system failure, or any other event or cause which is not within the reasonable control of ANZ or IB Users. In these Terms and Conditions, Force Majeure event shall be deemed to be a liability exemption event under the Law.

**Funding Account (or From Account)** means the Account which IB Users have nominated for funds to be debited for transactions conducted through ANZ Internet Banking.

**Funds Transfer Between My Accounts** means the function through which Immediate, Future-dated and Recurring Transfer of funds can be made between IB Users' eligible nominated linked Account(s) opened and held with ANZ in Vietnam and in the same currency.

**Future-dated Transfer** means an instruction lodged by IB Users to ANZ through ANZ Internet Banking to make a transfer of funds or payment from their nominated linked Account(s) in advance of the value date of such transfer (up to sixty (60) days in advance).

**Immediate Transfer** means an instruction lodged by IB Users to ANZ through ANZ Internet Banking to make a transfer of funds or payment from their nominated linked Account(s) immediately subject to ANZ's processing times and requirements.

**International Transfer Request** means the function through which IB Users may lodge instructions to ANZ to make Immediate Transfer funds in local or foreign currency from eligible nominated linked Account(s) opened and held with ANZ to third parties' account(s) held at foreign licensed financial institutions or financial institutions outside Vietnam, which will accept such transfers.

**Law** means any code, law, legislation, regulation, ordinance, by law, rule, decree, decision, circular, official directive, approval, ruling, or statement of policy in force in Vietnam.

**Local Transfer Request** means the function through which IB Users may lodge instructions to ANZ to make Immediate, Future-dated and Recurring Transfer of funds in local currency from eligible nominated linked Account(s) opened and held with ANZ to third parties' account(s) held at local licensed financial institutions in Vietnam which accepts such inter-bank transfers. **Term Deposit Request** (Application for New Term Deposit or Maintain Term Deposit account opened via Internet Banking) means the function through which IB Users may request ANZ to open or maintain Term Deposit account. The currency of funding account must be the same with Term Deposit account.

**Non Value Access** means where the Account Holder is able to only view the information about the Account Holder's nominated linked Account(s) through ANZ Internet Banking.

**Password** means a sequence of a minimum of 8 and a maximum of 16 characters (consisting of both alpha and numeric) to access ANZ Internet Banking and includes the password first issued by ANZ to IB Users to access ANZ Internet Banking.

**Primary Account** means the Account nominated by the Account Holder as the primary linked Account for the purposes of ANZ Internet Banking, and the address of which will be used to confirm their registration and any future changes to their ANZ Internet Banking access.

**Recurring Transfer** means an instruction lodged by IB Users to ANZ through ANZ Internet Banking to make a transfer of funds or payment for a set amount from their nominated eligible linked Account(s) on a recurring basis, for example: daily, weekly, monthly, quarterly, half-yearly or yearly basis.

**Scheduled Downtime** means a period of time scheduled by ANZ for internal administrative purposes resulting in restricted ANZ Internet Banking transactions that IB Users may initiate on their nominated linked Account(s).

**Security Device** is a physical device which generates random numbers issued to IB Users by ANZ which must be used together with their User ID and Password to access ANZ Internet Banking (where applicable).

**Security Device Code** means a number generated randomly by a Security Device or a substituted temporary device code provided by ANZ (where applicable).

**User ID** is the eight digit number issued by ANZ to IB Users, which enables ANZ to identify IB Users when they access

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ANZ Internet Banking.

**Value Access** means where an Account Holder can fully operate and transact on the nominated ANZ account on ANZ Internet Banking.

## 2. Conditions Precedent

IB Users' registration and utilisation of ANZ Internet Banking is conditional upon ANZ being satisfied that:

- (a) they are over eighteen years of age; and
- (b) they have fulfilled all registration requirements specified by ANZ from time to time, including completing all necessary agreements and documents relating to or in connection with ANZ Internet Banking.

## 3. Initial Access to ANZ Internet Banking

IB Users can access ANZ Internet Banking using the User ID, Temporary Password and Security Device Code (where required) issued to them by ANZ following registration.

When IB Users first access ANZ Internet Banking, they will be required to accept the ANZ Internet Banking Terms and Conditions, change the temporary Password and select a new Password comprising of both alpha and numeric characters with a minimum of 8 and a maximum of 16 characters long.

## 4. Nominated Accounts

- (a) ANZ Internet Banking is only available on Accounts which Account Holders nominate to be linked and which are available for access on ANZ Internet Banking. Account Holders must also nominate one (1) of the nominated Account(s) linked on ANZ Internet Banking as the Primary Account.
- (b) Account(s) opened and held with ANZ in Vietnam may be linked together on ANZ Internet Banking, unless otherwise decided by ANZ.
- (c) ANZ may also impose certain restrictions on the use of ANZ Internet Banking on a nominated linked Account by IB Users, such as restriction on the amount of any type of transaction on a nominated linked Account.
- (d) Where the Account Holder is an individual, and the Account(s) nominated to be linked on ANZ Internet Banking is held jointly with one or more persons and signing authority is not singly, each Account Holder will be granted with only Non Value Access to those Account(s) on ANZ Internet Banking.

## 5. Limits

Unless the Account Holder has made subsequent arrangements with ANZ for an increased or decreased limit, all transactions conducted through ANZ Internet Banking are subject to a Daily Limit being the maximum daily cumulative amount for all transactions initiated through ANZ Internet Banking, excluding Funds Transfers Between My Accounts transactions, Bill Payments, Term Deposit Request and Cross Currency Transfer Requests. The Daily Limit is applicable for all Account Holders registered for ANZ Internet Banking as agreed between the Account Holder and ANZ upon registration of ANZ Internet Banking subject to any transfer limit imposed by Law.

The above limits which apply for ANZ Internet Banking may be different, but must always be equal to or less than, the limits provided for under each Account authority held by ANZ.

Unless otherwise required by Law, ANZ may change or impose limits on the amount of funds that will be available through ANZ Internet Banking over any specified period of time for transactions. In such case, ANZ will give IB Users notice in accordance with clause 24.

## 6. Instructions conducted through ANZ Internet Banking

### 6.1 General

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Provided that there are sufficient funds in the Account Holder's nominated linked Account(s) and subject to any exclusions, ANZ Internet Banking will allow IB Users to conduct a:

- (a) Account balance enquiry;
- (b) Credit card information and transaction enquiry;
- (c) Funds Transfer between My Accounts;
- (d) Cross Currency Transfer Request;
- (e) Local Transfer Request;
- (f) International Transfer Request;
- (g) Bill Payments;
- (h) Term Deposit Request; and
- (i) Duplicate Statement Order Request; (collectively referred to as "Instructions")

Certain restrictions and requirements may apply to IB Users' instructions conducted through Internet Banking as required by Law or in accordance with ANZ's policies, in which case ANZ will notify IB Users of such restriction and requirement in the manner as specified in Clause 24.

IB Users agree that the effect of their Instructions and ANZ's response or notification given through ANZ Internet Banking shall have the same effect as if given in writing.

### 6.2 Processing

ANZ will generally process a:

- (a) Funds Transfer between My Accounts on the same day the instruction is received by ANZ: or
- (b) Cross Currency Transfer Request, Local Transfer Request, International Transfer Request, Draft Request, Bill Payments instructions, Term Deposit Request, and Duplicate Statement Order Request within the processing times as decided by ANZ.

### 6.3 Currency

Deposits into or withdrawals of transfers from the Account through ANZ Internet Banking are subject to:

- (a) foreign exchange control regulations and restrictions/requirements as applicable under the Law; and
- (b) exchange rates applicable to the currency of the transaction involved on the day of the transaction, as decided by ANZ and in accordance with the Law (where required) ("Applicable Rate"). Any debits and credits denominated in a different currency from that of the Account shall be converted into the relevant currency at the Applicable Rate. Any charges incurred in connection with such conversion will be for the account of the Account Holder.

### 6.4 Additional Requirements

ANZ may require additional supporting information or confirmation details prior to processing IB Users' Instructions.

### 6.5 Transaction Reference

ANZ will issue a transaction reference to IB Users upon receipt of a Funds Transfer Between My Accounts instruction, Cross Currency Transfer Request, Local Transfer Request, International Transfer Request, Draft Request, Bill Payments, Duplicate Statement Order Request on ANZ Internet Banking.

## 7. Processing Instructions

### 7.1 General

(a) IB Users must provide the information requested by ANZ to process their Instructions conducted through ANZ Internet Banking. Instructions will not be processed if:

- (i) all necessary information and/or supporting documents are not provided, as required by ANZ;
- (ii) there are insufficient available funds in the nominated Funding Account; or

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- (iii) ANZ is (for whatever reason) restricted or prohibited by Law from permitting the payment to occur.
- (b) ANZ is under no obligation to accept any Instructions and may accept or act on (or decline to accept or act on) any Instruction conducted through ANZ Internet Banking. ANZ may also delay acting on an Instruction or may ask the Account Holder for further information and/or supporting documents before acting on an Instruction.
- (c) ANZ is not required to check that the details provided by the Account Holder on ANZ Internet Banking are correct. Any error in entering these details may result in funds transferred to an incorrect account or for an incorrect amount and currency or the Instruction not being made at all. ANZ is not responsible for any inaccuracy in Instructions given by the Account Holder or liable to the Account Holder for any loss arising from such inaccuracy in Instructions.
- (d) When ANZ receives Instructions for more than one transfer from the Account Holder's nominated linked Account(s) conducted through ANZ Internet Banking, ANZ will, at its sole discretion, determine the order of priority in which transfers are made.
- (e) Any Instruction given by the Account Holder through ANZ Internet Banking cannot be cancelled, altered or changed once ANZ has issued a reference number.
- (f) The Account Holder authorises ANZ to act on and process any Instruction the Account Holder or an Authorised User give or transmit through ANZ Internet Banking using their User ID, Password and Security Device Code (where required) without ANZ further seeking confirmation from or giving notice to the Account Holder. ANZ may, at its sole discretion, from time to time for verification purposes confirm by telephone prior to processing any Instruction.
- (g) The Account Holder is responsible to ANZ for, and agrees to indemnify ANZ against, all liabilities incurred as a result of:
  - (i) ANZ accepting or acting on any Instruction in accordance with these Terms and Conditions;
  - (ii) the invalidity or alleged invalidity of any Instruction or the transactions constituted, including any Instruction or transaction entered into by an Authorised User;
  - (iii) ANZ declining to act on or accept an Instruction in accordance with these Terms and Conditions; or
  - (iv) ANZ delay in acting or accepting an Instruction in accordance with these Terms and Conditions.

### 7.2 Deleting or Skipping Instructions

Where ANZ Internet Banking permits IB Users to lodge Future-dated or Recurring Transfer requests or transactions, IB Users may:

- (i) delete a Future-dated Transfer; or
- (ii) delete or skip the next Recurring Transfer;

provided that:

- (i) ANZ has not commenced or processed such instruction; and
- (ii) ANZ receives such instruction to delete or skip the transfer/payment (as the case may be) from the Account Holder who initiated the original Future Dated or Recurring Transfer through ANZ Internet Banking before 12.00am (Midnight local time) on the Business Day prior to the payment date.

## 8. Account Information

Any balance for a nominated linked Account which IB Users obtain through ANZ Internet Banking will be the current balance as at the time IB Users make the enquiry, and may include uncleared funds (for example cheques which have not been cleared).

When IB Users obtain an account balance, the maximum amount which they can withdraw from the nominated linked Account will also be displayed, subject to any limits which may apply on ANZ Internet Banking. This maximum amount will generally reflect:

- (a) any credit limit on the Account;
- (b) any funds transferred using ANZ Internet Banking on that Business Day; and
- (c) any deposits or withdrawals made at a branch of ANZ on that Business Day.

IB Users may also search and view all transactions conducted on their nominated linked deposit Account(s) (up to the last 365 days), and the last 20 transactions conducted on the nominated linked loan Accounts, on ANZ Internet Banking. IB

User may also download these transaction details from the results displayed to either Microsoft Excel or other spreadsheet programs in a Comma-Separated Value (CSV) format.

### 9. Adding a Description to an Account

IB Users may choose to add a description to the Account(s) that the Account Holder has nominated to be linked on ANZ Internet Banking. Adding a description to an Account will change the description name of the Account as it appears on ANZ Internet Banking only and for IB Users' convenience only. It will not change the official records of ANZ or the description name of the Accounts of other users using other User IDs to access the nominated linked Account(s) on ANZ Internet Banking.

### 10. Security Device Validity

Security Device remains ANZ's property at all times. The Security Device must be activated in the manner specified by ANZ. The Account Holder must ensure that the Account Holder and its Authorized Users return the Security Device to ANZ immediately if requested by ANZ, including if the relevant Security Device is deregistered. If ANZ Internet Banking access is cancelled, or if ANZ cancels the right of Account Holder and its Authorized Users to use the Security Device, they must post the Security Device to an ANZ branch.

If Security Device is lost or stolen, Account Holder must inform ANZ immediately and they can visit any ANZ Branch to apply for new Security Device. Fees will be applied for providing new Security Device.

If a nominated account is indicated with Value Access, Account Holder must have Security Device to be able to fully operate such account.

Account Holder can contact the ANZ Internet Banking Support Centre to register to use a Security Device for logging onto ANZ Internet Banking.

### 11. Cancellation or Suspension of Security Device, Password, User ID or Electronic Access

ANZ may cancel or suspend any Security Device, Password, User ID or electronic access without prior notice (unless prohibited by Law) if:

- (a) ANZ suspects the Account Holder or Authorised Users of being fraudulent or engaging in inappropriate behaviour;
- (b) ANZ believes that use of the Account Holder or Authorised Users' Security Device, User ID or electronic access may cause loss to the Account Holder or to ANZ;
- (c) the Account is an inactive Account;
- (d) all the Accounts which the Security Device or User ID relates to have been closed;
- (e) the Account has been overdrawn, or the Account Holder has exceeded its agreed credit limit with ANZ;
- (f) ANZ systems or equipment malfunction, change or upgrade for technical reasons or are otherwise unavailable for use;
- (g) ANZ believes that the security of the Account Holder or Authorised User's electronic access or ANZ's systems and equipment may have been compromised;
- (h) the Password or Security Device Code has been entered incorrectly three (3) times;
- (i) ANZ is required to do so by Law.

### 12. Password, User ID and Security Device Security

IB Users must keep their Password, User ID, Security Device and Security Device Codes secure. Failure to do so may increase the Account Holder's liability for any loss.

IB Users must:

- not disclose their Password to any person;
- not allow any other person to see them entering their Password or Security Device Code;



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- not allow any person access to their Security Device or any Security Device Code;
- not record their Password on their Security Device or any article carried with or placed near Security Device that is susceptible to loss, theft or abuse at the same time as their Security Device;
- commit their Password to memory and not record their Password anywhere;
- not choose a Password that is easily identified with them for example their birth date, car registration, telephone number or their name; and
- not use the same Password for any other purpose other than ANZ Internet Banking.

IB Users must comply with the security guidelines issued by ANZ (as amended from time to time) when they use ANZ Internet Banking.

IB Users should change their Password on a regular basis. To change Password, IB Users can either follow the instructions outlined in the "My Profile" function on ANZ Internet Banking Profile tab or contact the ANZ Internet Banking Support Centre on the details set out at the end of these Terms and Conditions.

If the Password, User ID, Security Device or Security Device Code is lost or stolen or an unauthorised transaction has occurred on the linked Account(s) through ANZ Internet Banking, IB Users must notify ANZ immediately.

### 13. Unauthorised Transactions

This clause sets out the parties' liability for unauthorised transactions conducted through ANZ Internet Banking.

#### 13.1 When ANZ is Liable

ANZ will be liable for actual losses incurred by the Account Holder that:

- (a) are caused by the fraudulent or negligent conduct of ANZ's employees or agents;
- (b) related to faults that occur in the ANZ Internet Banking system, unless the faults are obvious or advised by message or notice on display;
- (c) arise from transactions that require the use of any Password or Security Device that occur before IB Users have received or selected the Password or Security Device (including a reissued Password or reissued Security Device Code);
- (d) result from an unauthorised transaction that occurs after IB Users have notified ANZ that their Security Device has been misused, lost or stolen or that the security of their Password, Security Device or Security Device Code has been breached;

Account Holder agrees that any transactions made prior to ANZ's receipt of such notice shall be considered as legitimate and duly authorised transactions notwithstanding the payment of those transactions has not been debited to the Account at the time ANZ receives such notice. The Account Holder shall be fully responsible for such transactions and ANZ assumes no responsibility for any transactions made prior to its receipt of such notice. .

#### 13.2 When the Account Holder is Liable

In addition to any liability set out in the ANZ General Banking Terms and Conditions – Retail Banking governing the Account, the Account Holder is liable for any actual loss of funds or any interception of information through any unauthorised access to the Account(s) if the Account Holder or an Authorised User contributed to the unauthorised access:

- (a) through their fraud, negligence or wilful misconduct;
- (b) by voluntarily disclosing their Password or Security Device Code to anyone;
- (c) by keeping a record of the Password or Security Device Code (regardless how well they are disguised);
  - on Security Device or with the User ID;
  - on any article carried with Security Device or with the User ID; or
  - which may be lost or stolen at the same time as the Security Device or the User ID;
- (d) by choosing a Password that is easily identified with IB User, such as their birth date, car registration, telephone



number or name;

- (e) by using the same Password for other purposes, including ANZ Internet Banking;
- (f) by otherwise acting with extreme carelessness in failing to protect the security of their Password, User ID, Security Device or a Security Device Code; and
- (g) by failing to comply with security requirements as set out in Clause 14 of these Terms and Conditions.

### 13.3 When the Account Holder is not liable

Account Holder is not liable for any loss:

- (i) incurred on any one day which is more than the applicable daily transaction limit as decided by ANZ and informed to Account Holder;
- (ii) which exceeds the balance of the Account(s), including any agreed credit limit; or
- (iii) where ANZ has agreed that the Account could not be accessed through ANZ Internet Banking.

## 14. Equipment Malfunction

Access to ANZ Internet Banking may be interrupted. In addition to Scheduled Downtimes notified to IB Users by ANZ from time to time, IB Users acknowledge that ANZ Internet Banking may be affected by outages, faults or delays. Such outages, faults or delays may be caused by factors including, but not limited to, technical difficulties with the performance or operation of ANZ's or another person's software, equipment or systems, traffic or technical difficulties with the Internet, or infrastructure failures such as damaged phone lines or interference with digital signals.

ANZ is responsible to the Account Holder for any loss caused by the failure of ANZ's systems and equipment to complete a transaction accepted by ANZ's systems and equipment in accordance with IB Users' instructions. However, if IB Users were aware or should have been aware that the ANZ's systems and equipment were unavailable for use or malfunctioning, ANZ's responsibility will be limited to correcting errors in the Account and refunding any charges or fees imposed as a result.

The Account Holder is responsible for the accuracy and completeness of the content that IB Users enter into or upload to ANZ Internet Banking. ANZ is not responsible for any inaccuracy or incompleteness in the entering or uploading of information by IB Users. ANZ's records of the information and data that was entered or uploaded will be conclusive and final.

## 15. Force Majeure and Schedule Downtimes

ANZ shall not be liable for any loss or damage suffered by IB Users if the loss or damage resulted from a Force Majeure event, including but not limited to during Schedule Downtimes.

## 16. Security of ANZ Internet Banking

### ANZ's Endeavours

ANZ will use such measures as it considers reasonable to help ensure the security of ANZ Internet Banking. ANZ cannot guarantee that any data transmission over the Internet is totally secure.

By applying for and using ANZ Internet Banking, IB Users consent to the use of the data provided to ANZ for the purpose of providing the ANZ Internet Banking service and IB Users acknowledge that the data provided to ANZ may be encrypted, transmitted and stored by ANZ, ANZ Group Members or agents of ANZ or ANZ Group Members (in the jurisdiction in which they are domiciled, Australia or elsewhere unless this is prohibited by Law) and that, except as otherwise provided by law.

### IB Users' responsibility for their personal computer (PC)

IB Users are solely responsible for the personal computer anti-virus and security measures for all computers used by themselves and those used by any Authorised User, to help prevent unauthorised access through ANZ Internet Banking to their transactions and nominated Account(s). IB Users are responsible, at their own cost, for ensuring that all necessary connections, such as PC equipment and software, a secure telephone line, electricity and a secure Internet Service Provider, are available to enable them to access ANZ Internet Banking.

### 17. Anti-Money Laundering

(a) Notwithstanding any other provision contained in these Terms and Conditions to the contrary, ANZ is not obliged to do or omit to do anything if it would, or might in its reasonable opinion, constitute a breach of any anti-money laundering, counter-terrorism financing or economic or trade sanctions laws or regulations applicable to ANZ.

(b) IB Users must forthwith provide to ANZ all information and documents that are within their possession, custody or control reasonably required by ANZ in order for ANZ to comply with any anti-money laundering, counter-terrorism financing or economic or trade sanctions laws or regulations applicable to ANZ.

(c) IB Users agree that ANZ may disclose any information concerning IB Users to any law enforcement entity, regulatory agency or court where required by any applicable laws.

(d) IB Users agree to exercise their rights and perform their obligations under these Terms and Conditions in accordance with all applicable anti-money laundering, counter-terrorism financing or economic or trade sanctions laws or regulations.

(e) IB Users declare that they are acting on their own behalf and not in a trustee or agency capacity, unless otherwise disclosed to ANZ.

### 18. Termination and Suspension

#### 18.1 Termination of Access by the Account Holder

The Account Holder may cancel his/her access to ANZ Internet Banking at any time by giving a written notice to ANZ branch or completing the relevant ANZ Internet Banking Maintenance form for cancellation and submitting it to ANZ branch.

#### 18.2 Termination or Suspension of Access by ANZ

ANZ may terminate IB Users' access to ANZ Internet Banking at any time by notifying them in writing (which may include notice given to IB Users when they log on to use ANZ Internet Banking).

ANZ may also withdraw or deny access to ANZ Internet Banking or any part of it without prior notice to IB Users in the following circumstances:

- (a) IB Users have not used ANZ Internet Banking service for at least 12 consecutive months;
- (b) ANZ has reasonable ground to suspect IB Users of being fraudulent or engaging in improper conduct;
- (c) ANZ has reasonable ground to suspect that a third party has fraudulently used, or attempted to use, ANZ Internet Banking with User ID, Password, Security Device and/or Security Device Code of IB Users;
- (d) IB Users have failed to comply with any provision of these Terms and Conditions;
- (e) if IB Users fail to provide ANZ with any information requested in accordance with these Terms and Conditions;
- (f) if IB Users fail to comply with any laws, sanction or requirement of any local or foreign government agency or revenue authority;
- (g) if in ANZ's opinion acting under IB User's instruction or providing Internet Banking service to IB Users would cause ANZ to be in breach of any laws, sanction or requirement of any competent authorities;
- (h) if ANZ is required to do so in compliance with any laws, sanction or requirement of any competent authorities including without limitation to any local or foreign government agency or revenue authority or ANZ's internal policy.
- (i) if the Account Holder files, or a creditor of the Account Holder files against the Account Holder, an application for bankruptcy or winding up; or

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(j) as required by Law.

In the event that ANZ exercises its right contemplated in this clause, it shall not be responsible for any losses which the Account Holder may suffer or have suffered as a result.

### 18.3 Consequences of Termination or Suspension of Access

In the event that IB Users' access to ANZ Internet Banking is:

- (a) terminated, any unprocessed transactions including Future-dated and Recurring Transfers will be cancelled;
- (b) suspended, any unprocessed transactions including Future-dated and Recurring Transfers will be processed subject to available funds in the Funding Account.

## 19. Error or Dispute Resolution

IB Users must retain complete records of the completed Instructions conducted through ANZ Internet Banking, and maintain the accuracy and integrity of such records. ANZ will keep records conducted through ANZ Internet Banking as required by Law and in accordance with ANZ's document retention policy.

The Account Holder must check the Account records carefully and promptly. If the Account Holder believes that an error has occurred in any transaction or there has been an unauthorised transaction, the Account Holder must contact the ANZ Internet Banking Support Centre or visit the Account Holder's nearest ANZ branch promptly.

To assist ANZ's investigations, the Account Holder will need to give the following information, either verbally or in writing as requested by ANZ:

- the Account Holder's name, address and Account details;
- details of the transaction in question;
- the amount of the suspected error or disputed or unauthorised transaction. ANZ may also ask the Account Holder to supply further information.

## 20. Fees and Charges

When IB Users use ANZ Internet Banking to make particular transactions, ANZ may impose fees and charges. IB Users agree to pay the fees and charges and also agree that ANZ may debit these fees and charges directly to the Funding Account or from the proceeds of the beneficiary account (where applicable). These fees and charges are subject to change from time to time as decided by ANZ.

## 21. Variation of these Terms and Conditions and Fees and Charges

IB Users agree that ANZ may vary these Terms and Conditions and fees and charges applicable to ANZ Internet Banking at any time by notice to IB Users by:

- direct communication with you (for example by notice on your account statement or via online Broadcast);
- notice displayed in any of ANZ branches or on ANZ's website; or
- advertisement in major daily or national newspapers of Vietnam.

and, unless IB Users notify ANZ before the stated or prescribed effective date of the variation that such variation is unacceptable and thus IB Users decide not to continue using ANZ Internet Banking (IB Users shall be obliged to immediately return the Security Device to ANZ in such case),

The continued use of ANZ Internet Banking by IB Users after the effectiveness of modification as provided for in ANZ's notice shall constitute acceptance by IB Users to be bound by such modifications.

## 22. Governing Law

These Terms and Conditions and all commercial and financial rights and liabilities and other matters arising between the ANZ and IB Users in connection with ANZ Internet Banking shall be governed by the laws of Vietnam. IB Users and ANZ agree to submit to the exclusive jurisdiction of the courts of Vietnam.

### 23. Disclosure of Information

(a) IB Users agree and acknowledge that ANZ is authorised to disclose any information regarding the IB Users (including, without limitation, relating to any of their transactions, financial condition, and Account(s) to any or all of the following persons:

- (i) any actual or proposed assignee of ANZ, or participant or sub-participant in or transferee of any of its rights in relation to the IB Users under a duty of confidentiality to ANZ or any ANZ Group Member;
- (ii) ANZ's head office, offices, branches, subsidiaries, associated or affiliated entities ("**ANZ Group Members**"), employee or agent of ANZ;
- (iii) any auditors or professional advisers of ANZ or any ANZ Group Member under a duty of confidentiality to ANZ or any ANZ Group Member;
- (iv) any agents or third party service providers of ANZ or any ANZ Group Member who are under a duty of confidentiality to ANZ or any ANZ Group Member;
- (v) any relevant authority or other person with lawful or regulatory authority as ANZ shall in its absolute discretion deem necessary or desirable from time to time;
- (vi) any person when required to do so pursuant to subpoena or other court process issued out of any applicable jurisdiction;
- (vii) any person when otherwise required to do so in accordance with the laws of any applicable jurisdictions; and
- (viii) any local or foreign authority with whom ANZ or any ANZ Group Member has an agreement or arrangement which requires IB Users or Account information to be disclosed, whether the disclosure is made directly by ANZ or through another ANZ Group Member.

(b) IB Users also agree and acknowledge that any ANZ Group Member may transfer any of the above information to any party referred to above to whom it is authorised to disclose the same notwithstanding that such party's principal place of business is outside of IB Users' country of domicile or that such information following disclosure will be collected, held, processed or used by such party in whole or part outside of IB Users' country of domicile.

### 24. Notices and Correspondences

(a) Any notice, correspondence or other communication from ANZ to the IB Users in respect of the Account, ANZ Internet Banking service or these Terms and Conditions may be given in any manner set forth below to the address, telephone/fax number or email set out in the Account Opening Documentation in relation to the Account and will be deemed effective as indicated:

- (i) if in writing and delivered in person or by courier, on the date it is delivered;
- (ii) if sent by fax transmission, on the date that transmission is received in legible form;
- (iii) if sent by certified or registered mail (airmail, if overseas) or equivalent (return receipt requested), on the date that mail is delivered or its delivery is attempted; or
- (iv) if sent by email, SMS or other electronic means, on the date it is delivered, unless the date of that delivery (or attempted delivery) or the receipt, as applicable, is not a Business Day or that communication is delivered (or attempted) or received, as applicable, after the close of business on a Business Day, in which case that communication shall be deemed given and effective on the first following day that is a Business Day.
- (v) (A) if displayed on ANZ's website at [www.anz.com/vietnam](http://www.anz.com/vietnam), 30 days from the date of displaying on such website; (B) if displayed in any of ANZ's branches or offices in Vietnam, 30 days from the date of such display; or (C) if

# ANZ Internet Banking Terms and Conditions – Retail Banking



displayed by advertisement in major daily or national newspapers or mass media, 2 days from the date of such advertisement.

(b) ANZ shall not be obliged to ensure IB Users have actually received such notice/correspondence/communication.

## 25. Language

These Terms and Conditions are made in Vietnamese and English. To the extent that the Vietnamese version is inconsistent with the English version, the English version shall prevail unless otherwise required by Law.

## 26. Transfers

(a) Transfer by IB Users. IB Users may not transfer or assign any of their rights and obligations under these Terms and Conditions and/or any document related thereto without the prior written consent of ANZ.

(b) Transfer by ANZ. IB Users by this clause agree that ANZ may assign, novate, transfer or otherwise deal with all or any of its rights and/or obligations under these Terms and Conditions and/or any document related thereto without the IB Users' (or any other person's) further consent. IB Users agree to comply with any reasonable request ANZ may have to give effect to such assignment, novation or transfer, including executing any documents or performing any action as ANZ may require in this regard.

## 27. APS222 Disclosure

ANZ Bank (Vietnam) Limited ("ANZ") is a subsidiary of Australia and New Zealand Banking Group Limited (ANZBGL). ANZBGL is incorporated in Australia, and is an authorised deposit taking institution (Bank) under Australian law. ANZ is incorporated and licensed in Vietnam with limited liability, and is not a Bank under Australian law. Deposits or liabilities with ANZ are not deposits or other liabilities of ANZBGL or its related group companies, and none of them stand behind or guarantee ANZ.

### URLs for ANZ Internet Banking and ANZ Internet Banking Support Centre Contact Details

#### Vietnam

URL: <http://www.anz.com/vietnam/vn/Personal>; Operating hours 24/7  
For local: 19001276  
For international callers: +84 8 38815977