

ANZ CREDIT CARD TERMS AND CONDITIONS

EFFECTIVE 01 JAN, 2016

Item No. 0102 DATE 01.01.2016 ANZ General Terms and Conditions – Retail Banking

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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 (these "**Terms and Conditions**"), together with the Application, 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 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 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 Terms and Conditions, unless otherwise stated:

- (a) **ANZ** means ANZ Bank (Vietnam) Limited and any of its branches in Vietnam and its successors and assignees;
- (b) **ANZ Credit Card Account** means an account opened under the name of a Cardholder in accordance with the Credit Card Contract;
- (c) **ANZ Internet Banking** means the Internet Banking service of ANZ;
- (d) **Applicant** means a person who applies to become a Cardholder;
- (e) **Application** means a form in the required format an Applicant has to complete and submit to ANZ, and subject to ANZ's approval, to become a Cardholder, and which forms part of the Credit Card Contract;
- (f) **Balance Transfers** means the transfer of amounts owing by the Primary Cardholder under a non-ANZ CreditCard Account to the Primary Cardholder's ANZ Credit Card Account;
- (g) **Business Day** means a day where banks are open for business in Vietnam, except Saturday, Sunday or public holidays in Vietnam;

- (h) **Cardholder** means the Primary Cardholder or Supplementary Cardholder or both and in these Terms and Conditions shall be referred to as the "Cardholder" and/or "you" and "Cardholder's" and/or "your" shall be used in the relevant context;
- (i) **Merchant** means any organization or individual which accepts the Credit Card as a means of payment for goods and/or services;
- (j) **Cash Transaction** means use of the Credit Card by the Cardholder to withdraw cash from an Automatic Teller Machine (ATM), bank or other financial institution;
- (k) **Credit Card** means the credit card issued by ANZ to the Cardholder for use on the Cardholder's ANZ Credit Card Account or any other credit card account which ANZ may advise from time to time subject to these Terms and Conditions;
- (l) **Credit Card Contract** means the contract constituted by these Terms and Conditions and the Application signed by the Applicant;
- (m) **Credit Limit or Limit** means maximum amount of credit available on the Credit Card as approved by ANZ;
- (n) **Card Verification Value 2 (CVV2)** means a 3-digit number printed on the Credit Card for security purposes;
- (o) **Chip** means any electronic microchip embedded in the Credit Card;
- (p) **Due Date** means the date by which the Cardholder must pay the amount shown on the Statement or the Minimum Amount. If the Due Date is not a Business Day, the payment will be due on the following Business Day of that Due Date.
- (q) **Electronic Terminals** means any terminal or device which a Credit Card and PIN issued by ANZ to the Cardholder can be used and authorized by ANZ for such use. This includes:
- any of ANZ's teller terminals;
 - any of ANZ's automatic teller machines (ATMs);
 - Automatic Teller Machines (ATMs) of other selected banks and financial institutions;
 - Point of Sale (POS) terminals;
 - Electronic funds transfer at Point of Sale (EFTPOS) terminals;
 - any other authorized terminal or device connected to ANZ's electronic banking system from time to time.
- (r) **Funds Transfer** means the transfer of any amounts to ANZ Credit Card Account, whether from any other account(s) of the Cardholder with ANZ, any other account(s) of the Cardholder with other financial institutions, or from any other third party;
- (s) **Instalment Plan** means a periodic repayment plan under which Cardholder repays 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;
- (t) **Minimum Amount** means, in relation to a Credit Card, the minimum amount of funds 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 24 of these Terms and Conditions;
- (u) **Outstanding Balance** means the aggregate amount a Cardholder owes ANZ from time to time on the ANZ Credit Card Account including all Transactions, interest, fees, charges, actual or contingent (whether or not exceeding the Limit);
- (v) **Open to Buy** means maximum amount that Cardholder is permitted to spend using ANZ Credit Card from time to time which equals the Limit (as increased and decreased by ANZ from time to time) minus the Outstanding Balance.
- Any payment made by the Cardholder exceeding the Statement Closing Balance will also be added to the Open to Buy amount, as provided in Clause 25.2 of these Terms and Conditions;
- (w) **PIN** means Personal Identification Number – which is a series of numbers or letters that the Cardholder uses with the Credit Card through Electronic Terminals.
- (x) **Primary Cardholder** means the person in whose name the ANZ Credit Card Account has been opened;
- (y) **Privileges** mean the reward, offers, privileges (financial or non-financial) or services that ANZ may, at its sole discretion, extend to Cardholders (whether by itself, via a third party or in association with a third party) in accompaniment with the Credit Card which may vary in accordance with the types of the Credit Card;
- (z) **Sales Transaction** means use of the Credit Card by the Cardholder to pay for goods and/or services;
- (aa) **Security** means any cash or other secured assets or collateral provided by the Cardholder in a written agreement with ANZ to secure the punctual payment of any and all obligations of the Cardholder under the Credit Card Contract;
- (bb) **Security password** means a series of numbers or letters that the Cardholder registers in the Application for ANZ to verify Cardholder for phone banking authorisation. Cardholder can register one Security Password for all their ANZ Credit Card Accounts and Primary Cardholder can register Security Password(s) for the Supplementary Cardholder(s);
- (cc) **Statement** means a document provided by ANZ to the Primary Cardholder summarizing all Transactions, interests, fees, adjustments (if any) and Minimum Amount;
- (dd) **Statement Date** means the date on the Statement to Cardholder, as decided by ANZ and notified to the Cardholder upon activation of the Credit Card via ANZ Contact Center;
- (ee) **Statement Closing Balance** means Outstanding Balance less repayment amounts in connection with the Instalment Plans which are not yet due on a specific Statement;

- (ff) **Supplementary Cardholder** means a person authorized by the Primary Cardholder to hold a Credit Card. The Supplementary Cardholder is jointly liable for any amount owing to ANZ in relation to the ANZ Credit Card Account;
- (gg) **Transaction** means any Sales Transaction, Cash Transaction, Balance Transfer or Funds Transfer;
- (hh) **Termination** means any suspension, termination or cancellation of the usage of a Credit Card as provided under Clause 17 of these Terms and Conditions;
- (ii) **VISA** means VISA Inc.

2. Card Issuance

2.1 Subject to ANZ's receipt of an Application and other conditions satisfied to ANZ, it may issue Credit Card(s) to the Cardholder as requested.

Without prior notice to the Cardholder and without prejudice to any right ANZ has under these Terms and Conditions, ANZ reserves and has the right to:

- (a) agree or reject the issuance of a Credit Card to the Cardholder;
 - (b) reject or approve any Transaction even if the Transaction is within the Limit provided by ANZ. 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;
 - (c) approve any Transaction(s) of which total value may exceed the Limit. Any and all risks associated with such Transaction shall be borne by the Cardholder;
 - (d) terminate the use of the Credit Card in accordance with these Terms and Conditions;
 - (e) increase or decrease the Limit;
 - (f) limit the daily quantity and/or the daily amount of any Transaction;
 - (g) refuse to re-issue, renew, replace or extend the Credit Card;
 - (h) modify, adjust, limit or cancel features relating to the Credit Card and ANZ Credit Card Account;
 - (i) temporarily suspend or terminate the use of the Credit Card if ANZ discovers any unusual or suspicious activities on ANZ Credit Card Account.
- 2.2 The Cardholder, including the Primary Cardholders and any and all Supplementary Cardholders, are jointly liable and responsible for the payment of any amount in relation to any Transactions and any interest, fees and charges in relation to ANZ Credit Card Account, including but not limited to any non-refundable fees, duties and taxes as regulated by laws.

Any obligations of the Cardholder shall remain in full force and effect notwithstanding the renewal, replacement or termination of the Credit Card for any reason until such obligations are fulfilled to the satisfaction of ANZ.

Use of Credit Card Account and Credit Card

3. Prohibition

The Cardholder undertakes and agrees to ANZ that:

- (a) The Cardholder shall 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 household consumption;
- (b) The Cardholder shall 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 Vietnam and 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 Merchant. The Cardholder must provide accurate information as ANZ requires for the approval of such transaction and 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 Merchant does not accept or honor the Credit Card or any order, payment made thereof for any reasons.

Except for complaints relating to increase or discrimination of price between payment using Credit Card and payment in cash, or collection of extra fee by the Merchant for the reason of purchase with the Credit Card, which can be raised to ANZ for further verification, any other complaints about goods or services purchased with a Credit Card or any order, payment made thereof must be resolved directly with the Merchant. For the avoidance of doubt, ANZ shall not be liable for any losses or damages incurred by the Cardholder arising from or in relation to the actions aforementioned of the Merchant.

5. Cash Transaction

The Cardholder may avail of a Cash Transaction using Credit Card through Electronic Terminals or any Merchant.

ANZ reserves the right to limit the value of each Cash Transaction and/or the aggregate value of all Cash Transactions a day on the Credit Card, without notice to the Cardholder. These amounts shall be determined by ANZ and may be amended from time to time.

6. Statement

6.1 ANZ shall provide the Cardholder a monthly Statement to the email address Cardholder has provided ANZ or to the billing address registered by Cardholder, except where there is no activity on ANZ Credit Card Account.

Unless the Cardholder explicitly otherwise requests and accepted by ANZ, ANZ reserves

the right to send the monthly Statements to Cardholder via email. For avoidance of doubts, if Statements are sent to Cardholder via email, ANZ shall not provide another copy of the Statement in paper.

Cardholder agrees and confirms to ANZ that sending Statement via email is for the convenience of the Cardholder and Cardholder is fully aware of the risks of omissions, errors, mis-statement, fraud and/or unauthorised interventions by third parties associated with the use of electronic means 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 from time to time.

6.2 The Cardholder agrees that they will be deemed to receive the Statement for a relevant 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 that the amount in dispute is an error and is not chargeable to the Cardholder, that amount will be credited into the ANZ Credit Card Account. Any other residual balance will still be payable by the Cardholder on the date so specified.

Notwithstanding anything to the contrary, the Cardholder shall still be liable to pay the Statement Closing Balance or the Minimum Amount on the ANZ Credit Card Account on the Due Date set out in the Statement regardless whether they have actually received the Statement or not.

6.3 Aside from the monthly Statement sent via email or to the billing address as mentioned above, Cardholders can also view brief information on their ANZ Credit Card Account(s) on ANZ Internet Banking once this service is available:

- (i) upon notification from ANZ to Cardholders (with regard to current Cardholders); or
- (ii) automatically applied to Cardholders (with regard to customers who have applied for ANZ Credit Card after the availability of this service).

7. Ownership of the Credit Card

7.1 The Credit Card is the exclusive property of ANZ and is non-transferable. The Cardholder must not transfer the Credit Card to any other person without ANZ's written consent. The Credit Card shall be valid from the date of its issuance or renewed until the last day of expiry month indicated on such card, if not terminated earlier by ANZ or the Cardholder.

7.2 ANZ may terminate the use of any Credit Card in accordance with Clause 17.2 of these Terms and Conditions. In these circumstances, the Cardholder shall destroy or return the Credit Card immediately to ANZ. Upon such Termination, the Outstanding Balance on the ANZ Credit Card Account including fees and interests of all Transactions

shall become immediately due and payable without further notice or demand by ANZ.

7.3 The Cardholder shall not use the Credit Card nor permit any other person(s) to use the Credit Card for any reason whatsoever in any of the following events: (i) after Credit Card's expiry date; (ii) after a renewal or replacement Credit Card is issued; or (iii) at the Termination of the Credit Card Contract. Continued use of the Credit Card after such event shall be considered as a fraudulent act by the Cardholder.

7.4 ANZ reserves the right to amend or change the Credit Card number and/or its expiry date when a Credit Card is renewed or replaced. The Cardholder is solely responsible for communicating this change to any party with whom the Cardholder may conduct a Transaction or have payment arrangements. ANZ shall not be responsible for any loss or damage that the Cardholder may incur arising from such change or amendment.

8. Transactions on the ANZ Credit Card Account

8.1 The Cardholder agrees that ANZ may debit the ANZ Credit Card Account for settlement of any and all Transactions authorized or effected by the Cardholder. The Cardholder may authorise or effect a Transaction by:

- (a) using the Credit Card, alone or together with the Cardholder's PIN, at any Electronic Terminal;
- (b) presenting the Credit Card to a Merchant and signing a voucher or other documentation to authorise the Transaction;
- (c) transferring funds electronically.

8.2 When the Cardholder authorizes or effects a Transaction it means:

- (a) the Cardholder confirms the validity of the Transaction;
- (b) the Cardholder confirms that the Transaction correctly represents the purchase price of the goods or services obtained, or the amount of the Cash Transaction;
- (c) the Cardholder agrees to pay the amount of that Transaction; and
- (d) 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 and the Cardholder has obligation to repay such amount to ANZ.

8.3 In case there is auto payment arrangement or agreement between Cardholder and any goods or service providers, including but not limited to auto payment of annual fee or membership fee ("**Auto Payment**"), Cardholder acknowledges and agrees that such Auto Payment is set up and authorised by the Cardholder and Cardholder shall be liable for any and all payments effected under this Auto Payment. The termination of Credit Card Contract shall not automatically lead to termination of such Auto Payment. Cardholder must directly contact the concerned merchants if they want to modify or terminate such Auto Payment. The Cardholder shall be held solely liable for such Auto Payment and any payment arising thereof.

8.4 In case the Cardholder or any other person (the "payer") make a payment to settle any outstanding amount owing to ANZ under the Credit Card Contract at any ATM or in

any other manner and the payment instruction shall take effect solely relying on Credit Card number, the Cardholder agrees that there are risks associated with such instructions, including but not limited to risks of fund being lost or abused by virtue of any negligence, omission or provision of wrong Credit Card number by the Cardholder or the payer. The Cardholder acknowledges and further agrees that the payment shall take effect by way of reference only to the Credit Card number and there might not be any verification prior to ANZ's effecting the transfer, nor confirmation after the transfer is made and the Cardholder shall be held fully responsible for any loss associated with such payment.

8.5 When Cardholder uses the Credit Card at any ATM to effect any Transactions, procedures, including security procedure, applicable to the use of ANZ debit card at the ATM shall be applied to the Credit Card to the extent appropriate and relevant.

9. Instalment Plan

9.1 Cardholder can convert their purchases to Instalment Plan by contacting ANZ Contact Center anytime during the period from the date relevant purchases are posted to ANZ Credit Card Account to the date immediately before the Statement Due Date.

9.2 If Cardholder has applied to participate in Instalment Plan, Cardholder agrees and undertakes with ANZ as follows:

- (a) Cardholder authorises ANZ to pay to the relevant Merchant for the purchase of the relevant goods/services made by the Cardholder (in such manner as may be agreed between the Merchant and ANZ) and to debit the Credit Card Account for the purchase price of the goods and services in the number of instalments as agreed between Cardholder and ANZ;
- (b) The first instalment payment will be debited from the Credit Card Account on the Statement cycle in which the Cardholder requests Instalment Plan conversion. Each subsequent instalment payment will be debited in each following month, until the full purchase price has been completely debited to the Credit Card Account;
- (c) The Limit related to the Credit Card Account will be reduced by such portion of the purchase price that is unpaid, although the same may not be posted to the Credit Card Account; and
- (d) ANZ may at its discretion impose an early repayment fee at such rate as we may determine if the Instalment Plan is terminated (whether arising from the termination of the Credit Card Account or any other reasons) or if Cardholder makes a prepayment of any amount under the Instalment Plan.

10. Keeping Credit Card, PIN and Security Password secured

10.1 Cardholder must observe the following requirements to keep their Credit Card secured:

- (a) sign the back of the Credit Card immediately upon receipt;

- (b) on the expiry date, destroy the Credit Card by cutting it (including any Chip on the Credit Card) diagonally in half;
- (c) do not let anyone else use their Credit Card;
- (d) exercise due care to protect their Credit Card from loss or theft; and
- (e) notify ANZ immediately when Cardholder becomes aware that their Credit Card has been lost or stolen, or their Credit Card or the PIN details have been used by other person without their authorisation.

10.2 Cardholder must keep their PIN and Security Password secured. Cardholder must not:

- (a) disclose their PIN, CVV2 code or Security Password to any other person;
- (b) allow any other person to see them entering, or overhear them providing, their PIN, CVV2 code or Security Password;
- (c) record their PIN, CVV2 code or Security Password on any article carried with or placed near their Credit Card regardless how well their PIN, CVV2 code or Security Password is disguised.

10.3 If the Credit Card contains a Chip, Cardholder must ensure that the Chip is protected at all times from misuse, damage, destruction or any form of unauthorised use. Only Cardholder can use the Chip for any of the available services. Their Credit Card may be subject to forfeiture if the Chip is used by any person other than the Cardholder.

10.4 Cardholders are fully aware that their failure to observe the security requirements mentioned in this clause may increase their risk and liability for any unauthorised use of their Credit Card. Cardholders acknowledges and agrees that ANZ shall not be liable for any liability for any loss they incur as a result of or in connection with such failure.

11. Lost or Stolen Credit Cards or PIN

11.1 Cardholder must notify ANZ immediately when they become aware or suspects that their Credit Card, PIN or CVV2 has been disclosed, lost, stolen or used without their authorisation. ANZ will cancel such card and/or PIN and arrange for issuance of a new Credit Card and/or PIN at Cardholder's request. If Cardholder recovers the lost or stolen Credit Card, they must destroy such Credit Card by cutting it (including any Chip on such Credit Card) diagonally in half and return it to an ANZ as soon as possible.

11.2 Cardholder agrees that any transactions made prior to ANZ's receipt of the Cardholder's notice or request as mentioned in Clause 11.1 shall be considered as legitimate and duly authorised transactions notwithstanding that the payment of those transactions has not been posted or debited to the Credit Card Account at the time ANZ receives such notice. The Cardholder shall be fully responsible for such transactions. ANZ assumes no responsibility for any transactions made prior to its receipt of the Cardholder's notice.

12. When ANZ is liable

ANZ will be liable for losses incurred by the Cardholder:

- (a) that are caused by the fraudulent or negligent conduct of ANZ's employees or its appointed agents involved in provision of the Credit Card to the Cardholder;
- (b) that arise from transactions that require the use of any Credit Card or PIN that occurs before Cardholder has received the Credit Card or PIN (including a reissued Credit Card, or PIN); and
- (c) that result from an unauthorised transaction that occurs after ANZ has duly received notice from Cardholder that their Credit Card has been misused, lost or stolen or that the security of their PIN has been breached.

13. When the Cardholder is liable

Cardholder shall be liable for any losses or damages they incurred arising from an unauthorised transaction:

- (a) through their own fraud, negligence or wilful misconduct;
- (b) by their breach of any security requirements of Credit Card provided in Clause 10 (**Keeping Credit Card and PIN secured**) above, or by otherwise acting carelessly to protect the security of their Credit Card or PIN;
- (c) due to Cardholder's failure to comply with requirements set out in Clause 11 (**Lost or Stolen Credit Cards or PIN**) above.

14. Updating of information

The Cardholder shall notify ANZ immediately of any changes to the Cardholder's information as well as any method which they want to use for communication between the Cardholder and ANZ.

15. Exemptions

15.1 The Cardholder's obligations to ANZ are absolute and independent notwithstanding any dispute between the Cardholder and any organization or individual of whatever nature and shall not affect the obligations of the Cardholder to ANZ.

15.2 ANZ is not liable for any damage or loss which may be suffered by the Cardholder arising from or caused by:

- (a) any Merchant refusing to accept the Credit Card for any reason;
- (b) any break down, mistake, damage of any Electronic Terminal for the use of the Credit Card;
- (c) ANZ's delays or inability to carry out the responsibilities under the Credit Card Contract by virtue of any reason beyond reasonable control of ANZ;
- (d) any defect or malfunction of goods and/or services which the Cardholder may purchase or use;
- (e) 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 or the Credit Card Contract is terminated or cancelled.

16. Reversing a Transaction

The Cardholder must notify ANZ in writing if the Cardholder believes the Cardholder is entitled to reverse a Transaction resulting from a dispute with the Merchant. If ANZ, at its discretion, 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.

The Cardholder acknowledges that there exists certain time limit from the date the disputed Transaction is made ("**Time Limit**") after the expiry of which ANZ is not able to reverse a Transaction. The Time Limit as determined by ANZ (with reference from VISA rules and ANZ's processing time) is seventy five (75) days and Cardholder hereby agrees to be bound by such Time Limit. As such, Cardholder shall be held responsible for payment of the disputed Transaction if the notice is not received by ANZ or the investigation cannot be completed within such Time Limit for whatever reason.

17. Termination of Credit Card and Credit Card Account

17.1 Termination by Cardholder

The Primary Cardholder may terminate the Credit Card and close the ANZ Credit Card Account at any time by giving ANZ a prior notice in writing or via recorded phone call ("**Termination Notice**").

Upon receipt by ANZ of the Termination Notice, the Outstanding Balance on the ANZ Credit Card Account shall become immediately due and payable without further notice or demand by ANZ and no further Transaction or use of the Credit Card shall be permitted.

Termination shall take effect on or before the fifth (5th) Business Day after all Outstanding Balance are made to the satisfaction of ANZ. Any Security provided to ANZ in relation to the ANZ Credit Card Account shall continue to be held for forty five (45) days from the date of Termination.

17.2 Suspension, Cancellation and Termination by ANZ

ANZ reserves the right to suspend, cancel or terminate, each case as it may at its sole discretion deem fit, a Credit Card or refuse authorisation of further transactions on any ANZ Credit Card Account at any time without prior notice if:

- (a) ANZ, at its sole discretion, believes that use of the Credit Card or the ANZ Credit Card Account may cause loss to Cardholder or to ANZ;
- (b) An event or circumstance (including any change in law) occurs in relation to ANZ where it becomes, or with lapse of time will become, unlawful, for any reason whatsoever, for ANZ to continue providing service under the Credit Card Contract;
- (c) An Event of Default has occurred.

17.3 ANZ may terminate the Credit Card and any related services in accordance with Clause 24 (**Termination**) of the ANZ General Terms and Conditions – Retail Banking.

17.4 For the avoidance of doubt, the Termination of the Credit Card will automatically result in the termination of the Privileges.

17.5 Upon the termination of the ANZ Credit Card Account for whatever reason, Cardholder is required to cut the Credit Card in pieces and notwithstanding such termination, any use of the Credit Card or the PIN (whether or not by Cardholder) before it is returned to ANZ shall be deemed to be use of the Credit Card or the PIN by Cardholder and Cardholder shall be liable to pay the Outstanding Balance on the Credit Card Account in full, including such transactions incurred but not yet debited to the Credit Card Account.

18. Cardholder Instructions

18.1 Any request of or instruction from Cardholder to ANZ shall be in writing provided nevertheless that ANZ may but shall not be obliged to accept and act on any instruction or request by telephone, email, text message (SMS), telex and facsimile transmission or other electronic means (“**non-preferred Channels**”) which is believed by ANZ to have been given or made or authorised by Cardholder.

18.2 Where the Cardholder provides an instruction through a non-preferred Channel (including without limitation to instruction on credit card activation and registration of AutoPay service via ANZ Credit Card), the Cardholder acknowledges and agrees that:

- (i) the Cardholder accepts any risks in initiating and sending such instruction through a non-preferred Channel (which it acknowledges is not a secure means of giving or sending instructions and that the Cardholder is using the non-preferred Channel for their own convenience and other efficiency benefits), including the risk that an instruction may be incomplete or inaccurate, fraudulently or mistakenly given or altered or not otherwise authorised by the Cardholder or not received in whole but in part by ANZ;
- (ii) ANZ is not obliged to act on or rely upon any such instruction; but should ANZ elect (at its discretion) to act on such instruction, it may (but is not obliged to) carry out verification checks or other security measures as required (regardless of the nature of the transaction or arrangement or the amount of money involved); and
- (iii) where ANZ elects to act on such instruction, ANZ is entitled to treat such instruction as being fully authorised by and binding on the Cardholder (whether or not verification checks or other security measures are carried out) as if it were given in a duly signed written instruction.

18.3 Either ANZ or Cardholder may record any telephone calls between them for quality control, security audit and legal and regulatory compliance purposes and may produce records of these communications as evidence in proceedings brought in connection with the Application and/or these Terms and Conditions.

18.4 The Cardholder agrees that ANZ may require Cardholder to send original or hard copy of any instruction given by the Cardholder via non-preferred Channels as required

by laws or ANZ deems appropriate provided that any failure by Cardholder to send such original or hard copy shall not in any way affect the Cardholder's liability in the meantime or the validity of such instruction or the actions performed thereunder by ANZ and the records of such instruction via non-preferred Channels shall be the conclusive and binding evidence of such instructions.

19. Notifications and communications by ANZ

19.1 Any notice, correspondence or other communication from ANZ to the Cardholder in respect of the Credit Card may be given in any manner set forth below to the address, telephone/fax number or email set out in the Application or in Cardholder's notice to ANZ (either in writing or via any non-preferred channels), and will be deemed duly received by the Cardholder:

- (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 mail, on the date that mail is delivered or its delivery is attempted;
- (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) if displayed on the Statement, on the date of such display;
- (vi) (A) if displayed on ANZ's website at 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 displayed by advertisement in major daily or national newspapers or mass media, 2 days from the date of such advertisement.

19.2 ANZ shall not be obliged to ensure the Cardholder has actually received such notice/correspondence/communication.

Credit Limit

20. Over Limit

The Cardholder shall keep track of their total spending (total balance) under the Credit Card so as not to exceed the Limit at any time.

ANZ reserves the right, without prior notice, to decline any Transaction, suspend the Privileges of the Cardholder and/or charge an over limit fee as determined by ANZ, if the Limit has been exceeded.

The fact that ANZ has authorised a Transaction which causes the Outstanding Balance to exceed the Limit does not mean that ANZ has agreed to increase the Limit. In such case

the Cardholder must pay the amount exceeding the Limit and all associated fees and charges to ANZ immediately and 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.

21. Increase/Decrease of the Limit

The Cardholder acknowledges and agrees that the Limit granted by ANZ is subject to ANZ assessment of credit worthiness of the Cardholder and its discretion to change such Limit. The Cardholder hereby unconditionally agrees and authorizes ANZ to effect, at its discretion, any increase or decrease in the Limit, with or without Cardholder's request or prior consent. ANZ will provide subsequent notification of any such increase or decrease to the Cardholder as soon as reasonably practicable.

Making payment to ANZ Credit Card Account

22. Payment

The Cardholder shall be responsible to pay the Outstanding Balance in relation to the issue and use of Credit Card to their ANZ Credit Card Account in accordance with these Terms and Conditions.

ANZ is hereby irrevocably authorised by the Cardholder to debit any amount standing to the credit of ANZ Credit Card Account for the payment of the Outstanding Balance.

23. Method of Payments

23.1 Payment can be made:

- (a) through Internet Banking;
- (b) at ANZ ATMs;
- (c) through Auto Debit;
- (d) by Telegraphic Transfer (TT) from other banks;
- (e) by cash payment via other banks or Payoo merchants;
- (f) via drop box at ANZ branches;
- (g) via Payoo Online at www.payoo.com.vn.

23.2 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 the relevant payments. For avoidance of doubts, if the balance of the nominated payment account is not sufficient to pay the Statement Closing Balance, the automatic payment arrangement cannot be arranged.

23.3 With regard to payment instruction relying solely on Credit Card/account number either at ATM, at ANZ, at Payoo merchants/Payoo Online or otherwise (the "Instruction"), Cardholder understands and agrees that fund transfer will be made relying solely on the beneficiary's Credit Card/account number and there might not be any verification prior to

transfer or confirmation after the transfer is made. Cardholder further accepts the risks associated with such Instruction, including but not limited to risks of the fund being lost or abused arising due to negligence and wrong input (either by the Cardholder or their appointed person) of the beneficiary's Credit Card/account number.

24. Amount to pay

24.1 The Cardholder shall be liable to pay at least the Minimum Amount on or before the Due Date as shown in the monthly Statement issued to the Cardholder. The Cardholder may also 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.

24.2 If Cardholder has more than one ANZ Credit Card Account, Cardholder will be responsible for payment of all these Accounts and is required to provide clear payment instruction with regard to each Account.

In case auto debit has been registered for all those Accounts from the same deposit/saving account(s) at ANZ but the balance of such nominated account fails to settle the outstanding balance for all these ANZ Credit Card Accounts in any month, the Cardholder agrees that whichever Credit Card Account with higher outstanding balance will take precedence for auto debit and the Cardholder shall be responsible to make payment for the other Credit Card Account(s) by other payment method.

24.3 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 AND 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 AND a minimum amount as required by ANZ.

Details of the percentage of Outstanding Balance and the required minimum amount are set out in ANZ Credit Card Fee Schedule;
- (b) any amount exceeding the Limit; and
- (c) all unpaid Minimum Amounts of previous Statement cycles, if any.

25. Application of payment

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

- (a) Any Instalment Plan repayment amount as shown on the Statement;
- (b) Any interests and/or fees related to Cash Transaction (both previous Statement

cycle(s) and current Statement cycle);

- (c) Cash Transaction principal;
- (d) Any interests and/or fees related to Sales Transactions (both previous Statement cycle(s) and current Statement cycle);
- (e) Sales Transactions principal;
- (f) Instalment Plan repayment amount in current Statement cycle;
- (g) Cash Transaction principal not yet shown in the current Statement;
- (h) Sales Transactions principal not yet shown in the current Statement;
- (i) Remaining Instalment Plan balances.

25.2 Payment exceeding required amount:

- (a) For account with Instalment Plan(s): If any payment made is greater than the Statement Closing Balance, the exceeding amount will be applied to pay off the balance of the Instalment Plan(s) in a priority order as solely determined by ANZ. Early payment fee may be applied when any Instalment Plan is repaid prior to its schedule.
- (b) For account without Instalment Plan(s): If any payment made is greater than the Statement Closing Balance, the exceeding amount will be added to the Open to Buy until such exceeding amount is spent. For avoidance of doubt, the Open to Buy balance can be greater than the Limit for a certain period as result of this addition and an increase of the Open to Buy balance in this case will not lead to a change in the Limit.

26. Transactions conducted in currencies other than Vietnamese Dong

26.1 When the Cardholder conducts a Transaction in any currency 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. The conversion rate shall be decided by VISA.

26.2 International transaction fees may be applied when the Cardholder conducts a Transaction on their Credit Card in currencies other than Vietnamese Dong.

27. Interest

27.1 Interest Rate

ANZ shall notify the Cardholder of the interest rate applied to ANZ Credit Card Account when it approves the Cardholder's Credit Card Application. ANZ has the right to change the interest rate from time to time in the manner as provided in Clause 31 of these Terms and Conditions.

27.2 Interest free period for all Transactions (excluding purchases converted to Instalment Plans and Cash Transaction): The 'Statement Closing Balance' as shown in the Statement will not be subject to any interest if it is paid in full by the Due Date for that Statement.

27.3 Interest Calculation

Interests in relation to each Transaction shall be calculated as follows:

- (a) 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.
- (b) 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.
- (c) Sales Transactions, fees, charges and all other debits to the ANZ Credit Card Account (excluding Instalment Plans, Cash Transactions, and interest outstanding but unpaid): Interest will be charged only when Cardholder fails to pay the full Statement Closing Balance on or before the Due Date. Interest is calculated from the date the debit is made to the ANZ Credit Card Account until the date payment is effected.

28. Events of Default

28.1 Each event described below shall be an Event of Default under the Credit Card Contract:

- (a) Failure by the Cardholder to pay any amount to ANZ when due under the Credit Card Contract;
- (b) Failure by the Cardholder to comply with any term or condition of the Credit Card Contract;
- (c) In the reasonable view of ANZ, the Cardholder has tampered with, misused or allowed any other person to use the PIN or the Chip on their Credit Card;
- (d) A representation or statement made to ANZ or any information given to ANZ (whenever it was made or given) in or in connection with the Credit Card Contract was false or misleading (whether by omission or otherwise);
- (e) In case the Cardholder has more than one ANZ Credit Card Account, a default in one Account shall automatically be considered a default of all other Account(s);
- (f) Any of the Cardholder's indebtedness due to ANZ under any contract, agreement (other than under the Credit Card Contract) is due and payable or is capable of being declared due and payable before the due date for payment, or is not paid when due or at the end of any period of grace which may apply;
- (g) An event or circumstance arises that, in ANZ's opinion, may have a material adverse effect on the Cardholder's assets or financial condition, or the Cardholder's ability to perform its obligations under the Credit Card Contract; or
- (h) Death, missing or loss of civil act capacity of the Cardholder.

28.2 Rights of ANZ in case of an Event of Default

On and at any time after the occurrence of an Event of Default, ANZ may take any or all of the following actions:

- (a) cancel or terminate any and all Credit Cards where upon it shall immediately be cancelled;
- (b) declare that all or part of the Outstanding Balance, together with accrued interest, and all other amounts accrued or outstanding under the Credit Card Contract be immediately due and payable, whereupon they shall become immediately due and payable;
- (c) apply any credit balance, in any account or deposit of the Cardholder with any branch or office of ANZ, towards satisfaction of the outstanding amount owing to ANZ and 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;
- (d) apply any payment made by the Cardholder (regardless of otherwise instruction by the Cardholder) toward payment of any unpaid amount due to ANZ by the Cardholder under any contract or agreement between ANZ and the Cardholder, at the sole discretion of ANZ;
- (e) notify of and provide information on any breach by the Cardholder of their payment obligations, to competent government agencies (including without limitation to police agency, tax agency, and business registration agency), the Cardholder's employer, debt collection companies and any related third party as determined by ANZ. The Cardholder agrees that ANZ may do such things without notice to the Cardholder;
- (f) exercise all of its right and remedies under the Credit Card Contract including seizing any money or property held by ANZ or taking any legal proceedings against Cardholder;
- (g) other rights under the Credit Card Contract and pursuant to Vietnamese law.

28.3 Termination of the Credit Card Contract caused by or in relation to a Primary Cardholder shall also terminate the use of Credit Card of the Supplementary Cardholders. The Cardholder hereby agrees to authorise ANZ to execute any documents on behalf of the Cardholder and perform any necessary actions for the purpose of debt recovery hereunder;

28.4 The Cardholder agrees to indemnify ANZ against all costs and loss incurred or suffered by ANZ (including but not limited to legal fees, expense or fees paid to any collection agent) as a result of or in connection with an Event of Default.

29. Fees

In addition to interest, the Cardholder must pay all fees and charges associated with the Credit Card including 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 their Credit Card incurrences other than Vietnamese Dong;
- (d) Credit Limit change fee: charged when the Cardholder requests an increase or decrease in the approved Limit;
- (e) Over 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 replacement fee: charged when the Cardholder requests a replacement Credit Card for a lost or stolen Credit Card;
- (k) Credit Card 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 under taken by ANZ;
- (o) 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;
- (p) Instalment Plan conversion fee: charged once the Cardholder accepts the Instalment Plan offer;
- (q) 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;
- (r) Transaction alert sms fee: charged if either Primary or Supplementary Cardholder(s) agrees to use the default opt-in registration, except where the Primary Cardholder opts out for all Cardholders;
- (s) Miles redemption fee: charged when redemption request is made by Primary Cardholder to redeem ANZ Travel Miles accumulated from Travel Platinum Credit Card Account to ANZ Airlines Partners' Miles (Lotusmiles of Vietnam Airlines, KrisFlyer of Singapore Airlines, Asia Miles of Cathay Pacific) or Agoda voucher;
- (t) Other fees, charges in reference to banking tariff/fee schedule as adjusted by

ANZ from time to time. 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 Terms and Conditions.

The latest fee schedule can be accessed at anz.com/vietnam or at any ANZ branch or by calling ANZ Contact Center at 1900 1276.

Other provisions

30. Additional Credit Card(s)

30.1 The Primary Cardholder may request ANZ to issue an additional Credit Card to a Supplementary Cardholder(s), requirements of which shall be determined by ANZ. Issuance of additional Credit Card(s) to Supplementary Cardholder(s) shall be at the sole discretion of ANZ.

The Primary Cardholder may request ANZ to revoke the right to use any Credit Card issued to the Supplementary Cardholder(s) linked to the Primary Cardholder's ANZ Credit Card Account. ANZ will only revoke the right to use the Credit Card by the Supplementary Cardholders upon request of the Primary Cardholder or as decided by ANZ.

30.2 The use of the Credit Card by the Supplementary Cardholder(s) shall be conclusive evidence of acknowledgement and consent of the Primary Cardholder on the issuance and use of additional Credit Card. The Primary Cardholder acknowledges and agrees that:

- (a) the Supplementary Cardholder(s) can operate the ANZ Credit Card Account linked to the Credit Card in the same manners that the Primary Cardholder can;
- (b) the Supplementary Cardholder(s) can obtain information about the ANZ Credit Card Account linked to the Credit Card in accordance with the laws and these Terms and Conditions; and
- (c) the Primary Cardholder shall be liable for any and all amounts incurred in relation to the additional Credit Card issued to the Supplementary Cardholder and their obligations to pay such amount to ANZ shall be principal obligation as if she/he had used such Credit Card.

30.3 Notwithstanding provision of Clause 30.2(c) above, the Primary Cardholders and any and all Supplementary Cardholders, are jointly liable and responsible for the payment of any amount in relation to any Transactions and any interest, fees and charges incurred on ANZ Credit Card Account, including but not limited to any non refundable fees, duties and taxes as regulated by laws.

31. Revision of terms and conditions, interest rates, fees and charges

The Cardholder agrees that ANZ may at any time vary these Terms and Conditions and interest rates, fees and charges in relation to a Credit Card ("**Revised Terms and Conditions**"). ANZ shall serve a notice to the Cardholder in the manner set out in Clause 19 of these Terms and Conditions ("**ANZ Notice**"). Such Revised Terms and Conditions shall take effect from the date as specified in such ANZ Notice but shall not earlier than 30 days from the date of such ANZ Notice.

If Cardholder disagrees with such Revised Terms and Conditions, Cardholder may terminate the Credit Card Contract and all Privileges and services related thereto in accordance with Clause 17.1 within 30 days from the date of ANZ Notice. In case the Cardholder does not terminate the Credit Card Contract, the Cardholder acknowledges and agrees that they shall be deemed to accept such Revised Terms and Conditions. The continued use of the Credit Card by the Cardholder after the effectiveness of the Revised Terms and Conditions shall constitute conclusive evidence of the Cardholder's acceptance to be bound by such modifications.

32. Security for Cardholder's obligations

The Cardholder may agree to provide Security to ANZ to secure their obligations to ANZ under the Credit Card Contract. Any agreement in relation to such Security shall be in the format and substance acceptable to ANZ and shall be registered with the competent authority at the cost of the Cardholder (in case security registration is required by ANZ).

33. 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's use 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.

34. Waiver of breach of contract

No waiver by ANZ of a breach or violation of any of these Terms and Conditions shall constitute a waiver of any subsequent breach or violation of the same or any other term or condition. Failure to take advantage of or to exercise any right granted hereunder shall not constitute a waiver of the said right, nor shall it be construed to excuse or absolve the Cardholder from complying with or fulfilling the Cardholder's obligations under the Credit Card Contract.

35. Severability

Should any provision of these Terms and Conditions be declared void or unenforceable, the same shall not invalidate the other provisions of these Terms and Conditions.

36. Transfer of ANZ's Rights

36.1 Transfer by Cardholder. The Cardholder may not transfer or assign any of their rights and obligations under the Credit Card Contract without the prior written consent of ANZ.

36.2 Transfer by ANZ. The Cardholder by this clause agrees that ANZ may assign, novate, transfer or otherwise deal with all or any of its rights and/or obligations under the Credit Card Contract without the Cardholder's (or any other person's) further consent. The Cardholder agrees 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.

37. Governing Law

The Credit Card Contract, these Terms and Conditions, all rights and liabilities between ANZ and the Cardholder and other matters in connection with the Credit Card are governed by the laws of the Socialist Republic of Vietnam.

38. 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.

39. 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) The Cardholder 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) The Cardholder agrees that ANZ may disclose any information concerning the Cardholder to any law enforcement entity, regulatory agency or court where required by any applicable laws.
- (d) The Cardholder agrees to exercise their rights and perform their obligations under the Credit Card Contract and/or these Terms and Conditions in accordance with all applicable anti-money laundering, counter-terrorism financing or economic or trade sanctions laws or regulations.
- (e) The Cardholder declares that Cardholder is acting on its own behalf and not in a trustee or agency capacity, unless otherwise disclosed to ANZ.

40. Disclosure of information

40.1 The Cardholder agrees and acknowledges that ANZ is authorised to disclose any information regarding the Cardholder (including, without limitation, relating to any of their transactions, financial condition, account(s) and services) 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 Cardholder 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 customer or account information to be disclosed, whether the disclosure is made directly by ANZ or through another ANZ Group Member.

40.2 The Cardholder also agrees and acknowledges 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 the Cardholder's 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 the Cardholder's country of domicile.

41. Inconsistency

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 laws.

42. Withholding

ANZ may be required by law or agreement or arrangement with any local or foreign authority to deduct or withhold from payments made to the Cardholder. Where ANZ is required to make a deduction or withholding, the Cardholder acknowledges and agrees that the relevant payment will be reduced by the amount of that deduction or

withholding and authorises ANZ to deduct such amounts from the Cardholder's account. The Cardholder indemnifies ANZ against any loss ANZ suffers or cost ANZ incurs as a result of such deduction or withholding.

If the Cardholder is required to make a deduction or withholding for or on account of tax by law, the sum payable by the Cardholder to ANZ (in respect of which such deduction is required to be made) shall be increased to the extent necessary to ensure that ANZ receives a sum net of any deduction or withholding equal to the sum which it would have received had no such deduction been made or required to be made. The Cardholder shall make that deduction and any payment required in connection with that deduction within the time allowed and in the minimum amount required by law.

43. 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.