

Electronic Banking Terms and Conditions issued by Commonwealth Bank of Australia – Ho Chi Minh City Branch (hereafter referred as “the Bank”)

The Electronic Banking Terms and Conditions form an inseparable part of the Terms and Conditions for Deposit products.

What is Electronic Banking?

Electronic Banking (e-banking) is a range of banking services that utilises electronic equipment and includes the following:

- myAccess (online banking platform);
- Automated teller machines (ATM);
- ATM card (debit card);
- EFTPOS terminals;
- Maestro/Cirrus (the international ATM card networks); and

E-banking offers the convenience of conducting most of your banking transactions at a time that suits you. You can access funds and transfer funds between accounts 24 hours a day, 7 days a week.*

* Note: Regular system upgrades may limit access to your accounts through some services.

Using electronic equipment

When you make a transaction with electronic equipment using a card, PIN, password, code or myAccess response, you authorise us to act on the instructions entered into that electronic equipment. The protection provided under these Terms and Conditions extends to transactions made with cards, PINs and passwords in electronic equipment that is not owned by us.

Electronic Funds Transfer Transactions

- are governed by the Terms and Conditions in this brochure and by the Terms and Conditions of the accounts, products and/or services being used.
- may be directed to any one of the accounts that is linked to your card, PIN, password, code or myAccess response if it is not possible to direct them in accordance with the instructions you give the electronic equipment.
- may be limited to specific amounts set by us. For example, there is a maximum daily withdrawal amount or a minimum transfer amount.
- may be completed through the channel chosen by us if it is possible to effect a requested transaction using more than one payment or transfer channel.
- subject to the State Bank of Vietnam’s current regulations, particularly for foreign exchange control purposes.

Contractual relationship

The Terms and Conditions in this brochure together with fees and charges and the terms and conditions of the accounts, products and/or services being used, forms the Terms and Conditions of the contract between you and us if you decide to open an account or use one of our e-banking services. These Terms and Conditions become binding once we give you (or any other user) an access method and you (or that other user) accept the access method. As from that time, we and you undertake to keep to the Terms and Conditions.

There are also further Terms and Conditions which may apply by operation of law, to any account you decide to open with us. For example, the Decree 160/2006/ND-CP dated 28/12/2006 providing regulations for implementation of Ordinance on foreign exchange control dated 13/12/2005 and related legal guidance documents. It is not possible to set out in these Terms and Conditions all of the legislative provisions and guidance, and regulations which may apply to a banking or financial service provided to you. Please read this brochure before opening an account or using one of our e-banking

services. You will then know what to expect from us and what we expect from you. You can ask us questions about any of the Terms and Conditions you do not understand and so avoid misunderstandings. If you open an account or use one of our e-banking services, then you should keep this brochure and all other documentation for future reference.

Definitions of important words and terms can be found (refer to **Meaning of words**), together with a list of useful contact numbers (refer to **Where to get help**) if you need help with your banking.

What are the risks?

All financial investments involve a certain amount of risk. The products offered in this brochure are all low risk investments. You should also be aware of other risks such as the possibility of unauthorised transactions on your account. Please refer to **Safeguarding your account against unauthorised access** for details.

In addition, there is a risk that you may not be able to access your account information or make transactions through a service which is reliant on computer and/or telecommunications systems. The Bank is dependent on the reliability of its own operational processes and those of its technology and telecommunications partners in respect of computers, computer networks and telecommunications. Disruptions to these processes may result in electronic banking services being unavailable from time to time.

If you instruct us to accept facsimile or scanned signatures (through email) to authorise debits from your account, you will need to provide a separate authority and indemnity. Unless you have provided a separate authority and indemnity, which are also agreed and accepted by us, we will not accept facsimile or scanned signatures (through email) as authority to debit your account. Under the separate authority and indemnity, we ask you to indemnify us (that is, ultimately bear the risk) of any unauthorised transactions on your account arising as a result of us acting on instructions received by facsimile and email. This is because a facsimile or scanned documents are not an original document and it is impossible to verify whether a signature appearing on a facsimile/scanned documents is genuine – e.g. whether it may have been photocopied or 'cut and pasted' onto the documents which are sent to us.

Legal Risk

As a branch of an Australian bank operating in Vietnam, we follow both Australian and Vietnamese regulations in principle. As both Vietnam and Australia are members of the United Nations, we are obliged to implement United Nations Security Council sanctions. Consequently, the Bank may be prohibited from dealing with certain persons or entities.

This means that if the Bank is aware that you are a proscribed person or entity, then we may be required to suspend, cancel or refuse you services or close or terminate any arrangement with you. We may also be required to freeze assets of yours. You could incur significant costs as a result of these actions.

Terms and Conditions

Ways to access your account

To find out more about e-banking or to get help with using electronic equipment and myAccess online banking, please refer to **Where to get help** for contact details.

ATM card	Use your ATM card issued by the Bank to conduct banking transactions at any ATMs which accept your ATM card.
Commonwealth Bank's ATM network	Access to your account through any ATMs of the Bank in both Vietnam and Australia for the same service standard.
EFTPOS	Use your ATM card issued by the Bank to pay for purchases or to withdraw cash at the same time (at the retailer's discretion).
Maestro/Cirrus	Maestro is the international EFTPOS system. Cirrus is the international ATM networks.
myAccess online banking	<p>myAccess online banking is a quick, cost efficient, simple and secure way to do your banking. With myAccess you can:</p> <ul style="list-style-type: none"> • view your up-to-date account balances and details of myAccess initiated transactions; • view transaction histories since you opened accounts with the Bank; • view your statements of myAccess subscribed accounts since your myAccess registration date; • transfer funds between any of your myAccess subscribed accounts or to other user's accounts with Commonwealth Bank of Australia – Ho Chi Minh City Branch (minimum and maximum transfer limits apply and subject to regulatory compliance requirements); • remit money to accounts with other banks operating in Vietnam (minimum and maximum transfer limits apply and subject to regulatory compliance requirements); • transfer money to accounts opened with any banks currently operating in Australia (You must key in the correct BSB number and account number. Minimum and maximum transfer limits apply and subject to regulatory compliance requirements); • make International money transfers to overseas (minimum and maximum transfer limits apply and subject to regulatory compliance requirements); • set up scheduled and recurring payments - one-off or recurring funds transfers can be created to occur on a future date(s) (not available on some accounts); • place a term deposit; • customise transaction descriptions for easier reference; • save transfer details; • view borrowing accounts with us (for business loans); and • process payroll transactions (for business account).

Special risks relating to myAccess online banking

While myAccess allows you to transact simply using your computer and codes, because of that simplicity, it also poses special risks.

- If someone else has your codes, they can transact on your account as if they were you. You may be liable for such transactions (refer to **Liability for transactions**) for details.

- You should take special care to keep your codes secret and not to disclose them to any third party including but not limited to family, friends and institutions.
- You should ignore any emails that appear to come from us that require you to input your codes. We will never send such email requests. These emails may come from third parties seeking to use the information to access your accounts.
- You should also be careful about using services which offer to interface with myAccess on your behalf. You may be led to believe that you are inputting your codes in a myAccess online banking session, while in fact you are disclosing your codes to a third party hosting a hoax website.

We continually look at ways to minimise any unauthorised transactions on your account. We may use various techniques from time to time, including contacting you after an unusual transaction or series of transactions to confirm that you did in fact authorise the transaction(s).

Cards, PINs, passwords and devices

Cards, PINs, passwords and devices remain the property of the Bank. To use your account, you must first sign your card(s) and then activate them at the Branch. If you can not present yourself in person at our branch's premise, you can send us your acknowledgement of receipt of ATM card and PIN. After we activate your card(s), you can start use your card(s). Once activated, your card(s) is valid only for the period indicated on it. You cannot use it after the expiry month on the card(s).

You will be asked to reset your passwords for first time access to your myAccess online account or ATM card. If you need any assistance, please call our Customer Service Representatives.

For joint accounts of personal customers, if account holders request the Bank in writing to provide them with access to the joint account using a card or myAccess, we can issue them with cards and PINs and provide them with a user ID and a security token, following the signatory mode set by them for the joint account.

For business accounts of business customers, if a business requests additional users to its myAccess online banking account, the Bank will provide access to relevant people together with user IDs and security tokens. The request must be in writing and authorised by account holder(s).

Any additional access to your account(s) is subject to these Terms and Conditions as well as the relevant Terms and Conditions of accounts, products and/or services being used.

How do you cancel or stop a card, or other device?

You must tell us if you wish to cancel a card or other device issued to you and/or other authorised people.

You can also ask us to place a stop on your account, in which case you and any other user will not be able to make any further transactions on the account until you ask us to remove the stop.

Cancellation of a card or other device or a stop will not take full effect immediately. You will continue to be liable for any transaction amounts not yet processed on and for all transactions made using a card or other device at a time when any of our electronic transaction systems are unavailable, until you have taken all reasonable steps to have the card or other device returned to us. You will also be liable for card transactions to purchase goods and services at a price below a merchant's authorised floor limit, until you have taken all reasonable steps to have the card destroyed or returned to us. You authorise us to debit any outstanding card transaction amounts on your accounts to any other Account in your name.

Confidential and up-to-date information

We take all reasonable steps to ensure that the information available through electronic equipment is correct and updated regularly. We also try to protect your account information from unauthorised access during transmission through electronic equipment, but we will not otherwise be liable for any unauthorised access by any means to that information.

Checking your transactions

Make sure you keep all vouchers and transaction records or ATM receipts you receive from merchants/ATMs and check them against the transactions on your statement. If you have access to myAccess, you can check the transactions online.

Authorising your transactions

Some merchants, e.g. restaurants, hotels and car rental agents, may ask us to confirm that your account has sufficient available balance to meet the estimated cost of the goods and services. We treat this as a request for authorisation.

We may choose not to authorise a particular transaction. For example, there may be security issues with the transaction or network or, you may have insufficient funds in your account.

If we do authorise a transaction, we reduce your available account balance by the requested settlement amounts and any additional charges that may incur to complete the transaction.

Online account statements

We provide monthly account statements online. To access your online account statements, you must have registered to use myAccess online banking service. We may have restrictions on the types of accounts or customers who can view statements online, subject to your written consent (for business customer only).

The Bank will not provide paper statements. However, if you request paper statements, please contact our Customer Service Representatives for details and a fee would apply.

Making e-banking transactions

Enter the correct information

When you or any other user make a transaction with electronic equipment it is your responsibility to tell us the correct amount you wish to pay or transfer, and the correct account to which you wish to have the payment or transfer credited.

If you tell us to make a payment or transfer and after we have implemented your instructions you discover that:

The amount you told us to pay or transfer was less than the required amount.	You can make another payment or transfer to the recipient to make up the difference.
The amount you told us to pay or transfer was greater than the required amount.	You may contact the recipient to obtain a refund (you cannot make any claim upon us in any circumstances).^
The account you told us to make a payment or transfer to was incorrect.	You should attempt to contact the recipient to obtain a refund.^

^ Note: If you do not know the recipient, or are unable to contact the recipient, you should contact the Bank and talk to our Customer Service Representatives. We will attempt to recover the payment or transfer on your behalf, however, recoveries are performed on a best endeavours basis (you cannot make any claim upon us in any circumstances).

Scheduling future payments and transfers

With myAccess you can schedule a payment or transfer by creating a standing order. You can nominate a future date on which such a transaction is to be made.

You are responsible to ensure the availability of funds in your nominated account. You can cancel or suspend a scheduled transaction in myAccess up until 7am (Vietnam time) on the day the transfer or payment is due. Otherwise, we will process the payment or transfer as originally instructed by you.

Daily limits for transfers through myAccess

If you transfer funds through myAccess to another account with us or with other financial institutions in Vietnam or overseas, the following limits apply:

- For personal customers, the minimum transfer amount is US\$5, the maximum transaction amount is US\$5,000 and daily amount is US\$10,000, or equivalent; and
- For business customers, the minimum transfer amount is US\$5, the maximum transaction amount is US\$250,000 and daily amount is US\$1,000,000, or equivalent.

The above limits do not apply when neither setting a standing order nor placing deposit at a secure investment account with us.

Transfers through myAccess are subject to the State Bank of Vietnam's current regulations. Until we receive all required and valid supporting documents from you, a transfer request will be put on hold. For business customers only, unless you have signed a letter of indemnity with us for facsimile signatures and authority, you would need to provide original supporting documents before executing a foreign currency transfer. For personal customers, subject to residency and transfer purposes, relevant supporting documents are required in advance as well. A transfer is understood as complete when transfer status is "*transfer processed*". You are recommended to check your transaction status from time to time or call our Customer Service Representatives for further information.

Daily limits for transactions through ATM cards

Cash withdrawals and purchases made through ATMs, Commonwealth Bank's ATM in Vietnam and Australia, overseas using Maestro/Cirrus networks, are subject to a daily card limits. For ATM withdrawals, the transaction limit is VND10 million or equivalent amount and the daily limit is VND20 million or equivalent amount.

Withdrawals are also subject to the note denominations available at the ATM and fees applied by acquiring banks/networks.

The daily card withdrawal limit is the total amount from all accounts linked to a card in any one day. In case of joint account having primary and secondary cards, the master daily limit of multiple cards is equal to the limit of a card.

Online secure investment

If you place online term deposit through myAccess, there is a minimum amount requirement for each currency as follows:

- VND 500,000; AUD 30; USD 30; GBP 30; SGD 30;

This online placement transaction is not subject to any daily limits at myAccess online banking or daily limit through ATMs card.

Except for the cancellation of the rollover request/instruction, early termination of online secure investment is not allowed. This means the Bank do not provide the early termination service for the online secure investment account. Your investment is accessible on the maturity date. If you wish to cancel your auto roll-over instruction, please physically visit our Branch for the cancellation. If you need further information, please contact our Customer Service Representatives.

When are e-banking transactions processed?

E-banking transactions on all accounts are processed on the day they are made or scheduled (refer to **Scheduling future payments and transfers** for more information) to occur, if they meet the following cut-off time:

- for AUD and NZD transfers: 11am (Vietnam time) on a business day;
- for other currencies transfers: 3pm (Vietnam time) on a business day;
- for placing a term deposit (secure investment account): 4pm (Vietnam time) on a business day.

Transactions made after the above cut-off time will be processed on the next business day. They will appear on your statements as if they occurred on the next business day. We will not debit your account until the transactions are actually processed.

If you make multiple transactions after the above cut-off time, we will process on the first comes first serve basis. You are responsible to ensure the availability of funds in your nominated account. Any overdrawn transactions that exceed the available funds in your nominated account are subject to cancellation and cancellation fee by us on the next business day. Refer to our fees and charges for further information.

Payments to accounts at other financial institutions will be credited to the recipient's account when the other financial institution processes the transaction, which may take up to two (02) business days.

Refusal of service

Despite any rights contained in these Terms and Conditions, in the event that you or a signatory appears to be a Proscribed Person, then we may immediately refuse to process or complete any transaction or dealing of yours; suspend the provision of a product or service to you; refuse to allow or to facilitate any of your assets held by us to be used or dealt with; refuse to make any asset available to you to any other proscribed person or entity; or terminate these arrangements with you. We will be under no liability to you if we do any or all of these things.

If we exercise our rights under this clause, you must pay any losses, costs or expenses we incur in relation to any action taken under this clause, including interest adjustments and/or administrative costs under these Terms and Conditions.

What happens if the electronic equipment does not work properly?

We take all reasonable steps to ensure that our electronic equipment functions properly during its usual operating hours. However, failures may occur and this has an impact on liability.

If...	Then...
The equipment accepts a user's instructions	We are liable to you for any loss caused by a transaction that is not completed in accordance with those instructions.
The equipment does not accept a user's	We are not liable to you.

If...	Then...
instructions or a user's card or other device and/or PIN fails to activate the equipment	
A user is aware at the time of use that the equipment is not functioning properly	Our liability to you is limited to correcting any wrong entry in your account. We will refund any charges and fees debited to your account as a result of the wrong entry.

You do not lose any protection that we give you under these Terms and Conditions when you (or any other user) use your card or other device, PIN or password in electronic equipment that is not owned by us.

Disputes

What if you have a complaint?

We accept that sometimes we can get things wrong, and when this happens we're determined to make them right again.

Most problems can be resolved quickly and simply by talking with us. You can visit our Branch in Ho Chi Minh City, or you can call our Customer Service Representatives on **+84 8 3824 1525**.

If you need further assistance after your initial enquiries, you can email us at customerservice@commbank.com.vn.

When you make a complaint to us we will:

- acknowledge your complaint and make sure we understand the issues
- do everything we can to fix the problem
- keep you informed of our progress
- keep a record of your complaint
- give you our name and contact details so that you can follow up if you want to; and
- provide a final response within three (03) business days. For complex matters which may take longer to resolve, we will keep you informed of our progress.

Disputes with other parties

We are not liable if any retailer refuses to accept a card, PIN, password or other code.

Unless required by law, we are not responsible for the goods and services a retailer supplies to the user. If the user has any disputes, they must be resolved with the retailer. We are also not responsible for complaints with respect to the goods and services a retailer supplies to the user if incorrect charging occurred.

You must ensure that you enter the correct amount in the electronic equipment before authorising the transaction.

Unless you can provide satisfactory evidence to the contrary, you agree that:

- the amount shown on a sales receipt or any other evidence of a purchase is sufficient evidence of the purchase;
- the amount shown on a cash withdrawal receipt or any other evidence of a cash withdrawal is sufficient evidence of the cash withdrawal; and
- the above applies regardless of whether the voucher or receipt or other evidence is signed by you.

You should pursue any disputes over incorrect charging with the retailer.

Safeguarding your account against unauthorised access

You must do everything you reasonably can to protect all means of access to your account. That means making sure your cards, devices, PINs, passwords and other codes and electronic equipment are not misused, lost or stolen.

You may suffer loss if you don't sufficiently safeguard these items.

You must report the loss, theft or misuse of a card, device, PIN, password, myAccess User ID, myAccess security token or electronic equipment.

Scenario	What to do	What we will do
Your card, device, PIN, password, myAccess User ID or myAccess security token or electronic equipment may have been lost or stolen.	Tell us as soon as you become aware. You may suffer loss if you don't tell us. Call us on the numbers listed in Where to get help or visit our branch.	If you report the event, we will take appropriate action upon your notice. We will be liable for all losses incurred after you tell us.
You suspect that someone has knowledge of your or any user's PIN, password or other codes.		
There has been unauthorised access to your account.		

Even if you are confident that codes are secure you must tell us as soon as you become aware of the loss or theft of an access method or of any unauthorised access to your account(s).

What happens if I don't report loss, theft or misuse?

If it can be shown that you unreasonably delayed telling us of the loss, theft or misuse of a card, device, PIN, password, myAccess User ID, myAccess security token or other codes, or electronic equipment, then you will be liable for unauthorised transactions that occur on your account.

Ensuring the security of your cards, devices, PINs, passwords, myAccess User IDs, myAccess security token or other codes

If we reasonably believe a card, PIN, password, other code or device is being used in a way that may cause losses to you or us, we may cancel or withhold its use at any time, without notice.

We may cancel an ATM card if you do not collect your issued card after three (03) months.

A myAccess User ID may be permanently cancelled by us without notice to you for security reasons (for example, because an incorrect password was entered) and you do not contact the Bank within a reasonable time to arrange for a password change and for the myAccess User ID to be reactivated.

If the Bank cancels a myAccess User ID, the online banking service to which it relates will be closed without notice to you. If after the cancellation you want to continue to use the myAccess online banking service, you can again register for the service by contacting the Bank on **+84 8 3824 1525** or by visiting our Branch.

Safeguarding your cards and devices (including myAccess security token)

Always...	Never...
<p>Sign cards immediately upon receipt</p> <p>Destroy cards when they reach their expiry date or when they are no longer valid</p> <p>Return cards and devices to us upon request</p> <p>Carry cards and devices whenever possible and regularly check they are still in your possession</p> <p>Remember to take your card, cash and transaction record with you when a transaction is completed.</p>	<p>Keep cards and PIN records anywhere near each other e.g. in a briefcase, bag, wallet or purse</p> <p>Leave cards, myAccess security token and devices in a car.</p> <p>Keep cards, myAccess security token or other devices and PIN records in one item of furniture, even if in different compartments (e.g. different drawers of the same bedroom dresser).</p>

Safeguarding your PINs, passwords or other codes

Always...	Never...
<p>Memorise a PIN, password or other code as soon as possible or disguise any PIN or password that is recorded so that others will not be able to decode it.^</p> <p>Destroy or delete PIN, password or other code notifications as soon as possible after receiving them or if a user nominates a specific PIN, password or other code, it must not be an obvious word or number (such as a date of birth, middle name, family member's name or driver's licence number) or one which is easily guessed.</p> <p>Take precautions when using e-banking e.g. be ready to make the transaction when you approach the electronic equipment and never let anyone watch you enter your PIN, password or other code. Check the location of mirrors, security cameras or any other means of observing PIN, password or other code entry and then shield it from anyone.</p>	<p>Tell or let anyone find out a PIN, password or other code - not even family or friends.</p> <p>Record a PIN, password or other code (disguised or not) on a card, device, computer, mobile phone or tablet device.</p> <p>Keep a record of a PIN, password or other code in a situation where, if a thief finds a card or code they will also find the record of the PIN or password.</p>

^Note: We will not consider that a reasonable attempt has been made to disguise a PIN, password or other code if it is recorded in reverse order; in an easily understood code, e.g. A=1, B=2; as a "phone" number where no other phone numbers are recorded or as a four digit number, prefixed by a telephone area code; as a "date" (e.g. 9/6/63) where no other dates are recorded; as a series of numbers or words with any of them marked, circled or in some way highlighted to indicate the PIN, password or other code; as an obvious word or number or one that can be found in a purse or wallet.

Liability for transactions

Generally speaking you are liable for any losses arising from the acts and omissions of all users.

This includes you and any person authorised by you to carry out transactions via electronic equipment on your account. You will be liable for:

- transactions carried out by you or with your knowledge and consent;
- transactions carried out by any other user, unless you have told us to cancel that user's PIN, password or other code, and you have taken all reasonable steps to have the card or other device returned to us; and
- unauthorized transactions if you or any other user have not made a reasonable attempt to disguise or prevent unauthorised access to a PIN, password or other code.

Unauthorised transactions

An unauthorised transaction is one which is not authorised by a user, for example a transaction which is carried out by someone besides you or another user without your knowledge and consent.

Please note that you are responsible entirely for any EFTPOS purchase transactions using your ATM card where you sign to authorise the transaction.

When you will not be liable for loss due to unauthorised transactions:

You will not be responsible for any loss resulting from an unauthorised transaction if any of the following apply:

- it is clear a user did not contribute to the loss in some way;
- the loss arises after you notify us that any card or other device used to access the account has been misused, lost or stolen or that the security of a PIN, password or other code used to access the account has been breached;
- the loss was due to fraud or negligent conduct by any of our employees or agents or the employees or agents of any person (including merchants) involved in the Electronic Funds Transfer network;
- the loss occurs because any component of an access method was forged, faulty, expired or cancelled;
- the loss results from a transaction which occurred prior to you or another user receiving a device or code required to access the account;
- the same transaction was incorrectly debited more than once to your account; or
- the loss results from any conduct expressly authorised by us (provided any conditions imposed have been met).

When you will be liable for loss due to unauthorised transactions:

Where we can prove on the balance of probability that you contributed to the loss, you will be responsible for losses resulting from unauthorised transactions (refer to **Safeguarding your account against unauthorised access** for details) in the following scenarios. See table below.

Scenario	What you will be liable for
The losses occur before you notify us that a card or other device used to access the account has been misused, lost or stolen or that the security of a PIN, password or other code used to access the account has been breached as a result of:	The actual losses which occur before you notify us that:

Scenario	What you will be liable for
<ul style="list-style-type: none"> • fraud by any user; • any user voluntarily disclosing their PIN, password or other code; • any user recording or otherwise indicating one or more PIN, password or other codes on the outside of a card or other device; • any user keeping a record of one or more PIN, password or other codes (without making any reasonable attempt to protect their security) on one article or on several articles which are kept with a card or other device or which could be lost or stolen at the same time as the card or other device; • any user keeping a record of PINs, passwords or other codes (without making any reasonable attempt to protect their security) which may be used without a card or other device, on one article or on several articles which could be lost or stolen at the same time; • any user selecting or changing any of their PINs, passwords or other codes to one which represents their date of birth or a recognisable part of their name, despite us specifically instructing the user not to do so and bringing to their attention the consequences of their doing so; or • a user acting with extreme carelessness in failing to protect the security of all their PINs, passwords or other codes. 	<ul style="list-style-type: none"> • the card or other device used to access the account has been misused, lost or stolen; or • the security of the PIN, password or other code used to access the account has been breached, but only if such breach was the dominant cause of the loss.
<p>The losses result from your unreasonable delay in notifying us after you become aware of the misuse, loss or theft of a card or other device used to access an account or that the security of all the PINs, passwords or other codes used to access an account have been breached.</p>	<p>The actual losses which occur between when you become aware (or should reasonably have become aware in the case of a lost or stolen card or device) and when you notify us.</p>

Limits on your liability for losses

Even if losses occur in the previous scenarios you will not be liable for that portion of any money that has been withdrawn from your account in any one day which is more than the applicable daily transaction limits;

If a PIN, password or other code was needed to perform the unauthorised transactions and none of the circumstances above apply (that is, it cannot be proven on the balance of probability whether or not you contributed to the loss) you will be liable for the lesser of:

- (i) the balance of those account(s) (including any prearranged credit) from which funds were transferred in the unauthorised transactions and which we had agreed with you may be accessed using the access method; or
- (ii) the actual loss at the time you notify us (where relevant) that the card or other device has been misused, lost or stolen or that the security of the PIN, password or other codes has been breached (excluding that portion of any money lost on any one day that is more than the applicable daily transaction limits).

Changes to Terms and Conditions

Our obligation to give you advance notice as specified below does not apply if changes are required in an emergency to restore or maintain the security of our electronic banking systems or customer's accounts.

Change	Minimum number of days' notice	Method of notice
Introduce or increase a fee or charge relating solely to the use of or the issue of any additional or replacement cards, PINs, passwords or other codes or electronic device used to access your account (including that of myAccess online banking account).	07 days	Notification on the Bank's website and in Branch's premise
Increase your liability for losses relating to transactions using a card, PIN, password or other code or electronic device used to access your account including that of myAccess online banking account (subject to the liability limits established in these terms and conditions).	07 days	Notification on the Bank's website and in Branch's premise
Introduce, remove or adjust the daily transaction limit or other periodical transaction limits applying to the use of your myAccess online banking account, card, PIN, password, other code, an account or electronic equipment.	07 days	Notification on the Bank's website and in Branch's premise
Any other change.	No later than the day of change	Notification on the Bank's website and in Branch's premise

If there are a lot of important or a sufficient number of cumulative changes, we will issue a new brochure setting out all the changes made to the Terms and Conditions in this brochure.

Severance

If any part of any of these Terms and Conditions is found to be void or unenforceable for unfairness or any other reason (for example, if a court or other tribunal or authority declares it so), the remaining parts of these Terms and Conditions will continue to apply as if the void or unenforceable part had never existed.

Customer information and privacy

Collection and verification of customer information

"**Customer information**" is information about a customer. It includes personal information.

The law requires us to identify our customers. We do this by collecting and verifying information about you. We may also collect and verify information about persons who act on your behalf. The collection and verification of information helps to protect against identity theft, money-laundering and other illegal activities.

We use your customer information to manage our relationship with you, provide you with the products and services you request and also tell you about the products and services offered by the Commonwealth Bank Group ("Group"), affiliated providers and external providers for whom we act as

agent. If you have given us your electronic contact details, we may provide marketing information to you electronically.

The collection and verification of customer information may be carried out in different ways and we will advise you of the most acceptable methods of doing this. We may disclose your customer information in carrying out verification – e.g. we may refer to public records to verify information and documentation, or we may verify with an employer that the information you have given us is accurate.

Depending on whether you are an individual or an organisation, the information we collect will vary. For instance, if you are an individual, the type of information we may collect and verify includes your full name, date of birth and residential address. If you are commonly known by two (02) or more different names, you must give us full details of your other name or names.

For instance, if you are a company, we may collect and verify information, including company incorporation and registration details, as well as details of the company's officers and its major shareholders.

If you are acting as a trustee, we may ask you for, amongst other things, information on the beneficiaries of the trust and evidence of the existence of the trust.

If you are a partnership, we may require information including evidence of the fact that the partnership exists, as well as the full name of the partnership, the names of the partners and any business name owned by the partnership.

For other organisations, the kind of information we collect and verify will depend on the type of organisation you are.

In addition, during your relationship with us, we may also ask for and collect further information about you and about your dealings with us.

You must provide us with accurate and complete information. If you do not, you may be in breach of the law and also we may not be able to provide you with products and services that best suit your needs.

Protecting customer information

We comply with the Vietnamese regulations.

We disclose customer information to other members of the Group (including overseas members), so that the Group may have an integrated view of its customers and to facilitate the integrated treatment of its customers. It also enables other members of the Group to provide you with information on their products and services.

Other disclosures

Under Vietnamese regulations, banks are permitted to disclose customer information in the following circumstances:

- a. where disclosure is compelled by law; or
- b. where disclosure is made with your express or implied consent.

So that we can manage our relationships, customer information may be disclosed to:

- brokers and agents who refer your business to us;
- any person acting on your behalf, including your financial adviser, solicitor, settlement agent, accountant, executor, administrator, trustee, guardian or attorney;
- the remittee / beneficiary of a myAccess transfer of funds to aid them in identifying the transaction;

- financial institutions who request information from us if you seek credit from them;
- if you have borrowed from the Bank to purchase property, valuers and insurers (so that the Bank can obtain a valuation of your property, and confirm that it is insured); or
- organizations to whom we may outsource certain functions.

In all circumstances where our contractors, agents and outsourced service providers become aware of customer information, confidentiality arrangements apply. Customer information may only be used by our contractors, agents and outsourced service providers for our purposes.

We may be required to disclose customer information by law, e.g. under Court Orders or Statutory Notices pursuant to taxation or under laws relating to sanctions, anti-money laundering or counter terrorism financing.

We may send customer information overseas if:

- that is necessary to complete a transaction, or
- we outsource certain functions overseas.

We may also be permitted, as distinct from required, to disclose information in other circumstances. For more information, please refer to our **Privacy and Security Policy**.

Meaning of words

If we use an example to show the meaning of a word, the meaning of the word is not limited to that one example or examples of a similar kind. A reference in this document to the singular includes the plural and vice versa.

Access method

An electronic method we make available to users in order for them to give us instructions which we will rely on and act on to debit or to credit an account. An access method involves the use of components including devices, identifiers and codes or a combination of these. It does not include a method where the comparison of the appearance of a manual signature with a written specimen is the principal means of authenticating a user's authority to give the instruction.

Account

An account for your personal or business use maintained by us, and which belongs to an identifiable account holder/business who is a customer of ours and which we permit a user to initiate a transaction from or to.

Account holder

The person(s) in whose name the account is held.

Account statement

A monthly bank statement which we draw up a statement of your account or would have drawn up a statement if there had been a transaction (other than our writing off an amount you owed us) on your account since the date we last drew up a statement.

Authorisation

The process some merchants follow to confirm there are sufficient funds available in the account for the transaction.

Business day

A day that is not:

- a Saturday or Sunday; or
- a public holiday, special holiday or bank holiday in the place in which any relevant act is to be done or may be done.

Code

Information (for example, a PIN, password, answers to your Personalised Identification Questions) which:

- is known to a user and is intended to be known only to the user, or only to the user and us;
- we require the user to keep secret; and which
- the user must provide (in any manner which we approve) to or through a device or electronic equipment in order to access an account.

Communication network

The communication network through which we make a service available to you from time to time.

Device

A physical device used with electronic equipment to access an account. This also includes myAccess security token.

e-banking

A range of banking services that utilise electronic equipment including myAccess online banking platform, ATMs, ATM cards, EFTPOS, Maestro/Cirrus/Banknetvn networks.

EFTPOS

Electronic funds transfer point of sales

Electronic equipment

Includes electronic terminal, computer, tablet device, television and mobile phone.

Electronic transaction

Means a transaction being executed via electronic equipment in order to debit or credit into an account.

Inactive account

When no customer-initiated transactions are made on the account for six complete consecutive calendar months.

myAccess

Name of the online banking service of Commonwealth Bank of Australia – Ho Chi Minh City Branch

myAccess response and Digipass code

A random generated number, provided as a result of using a myAccess security token, which is accessed with a password.

myAccess security token

A device you use to generate a myAccess response to facilitate Two Factor Authentication.

myAccess user ID

A myAccess user ID is a unique identifier designated by the Bank for each customer in order to access to myAccess online banking platform. Apart from you and us, no one else should know your myAccess user ID.

Our

Belonging to the Commonwealth Bank of Australia- Ho Chi Minh City Branch.

PIN

Personal Identification Number.

Proscribed Person

A person who appears to us either:

- a. to be a proscribed person or entity under the Charter of the United Nations Act 1945 (Cth);
- b. to be in breach of the laws of any jurisdiction relating to money laundering or counter-terrorism;
- c. to appear in a list of persons with whom dealings are proscribed by the government or a regulatory authority of any jurisdiction; or
- d. act on behalf, or for the benefit of, a person listed in sub-clauses a, b, c.

Standing order/Schedule

A request for a payment or transfer of funds for processing at a future date nominated by you.

Tablet device

A personal mobile computer used to view and perform banking transactions.

Transfer

Transfer of funds that you instruct us to make from any of your accounts with us.

Transaction

A fund transfer either from or to an account and which is initiated by the giving of an instruction using an access method.

Two factor authentication

When you use your myAccess response/Digipass code with your existing myAccess User ID to authenticate you as a user.

User

Includes you and any person authorised by you to perform a transactions on your account via electronic equipment.

We, Us, the Branch, our Branch and the Bank

Commonwealth Bank of Australia - Ho Chi Minh City Branch

You and your

The account holder.

Where to get help

I want to...	Who to contact...
Get help understanding something in this brochure	Call +84 8 3824 1525 from 8.30am to 4pm during business day or visit our Branch at 4B Ton Duc Thang Street, District 1, Ho Chi Minh City, Vietnam.
Activate my ATM card	
Request a copy of the Bank's privacy policy	
Advise of a change in personal details	
Obtain the balance on my account	Log-in your myAccess online banking account or call +84 8 3824 1525 from 8.30am to 4pm during business day or visit our Branch at 4B Ton Duc Thang Street, District 1, Ho Chi Minh City, Vietnam.
Obtain details of the Bank's current fees	Call +84 8 3824 1525 from 8.30am to 4pm during business day, or visit our branch, or visit our website: www.commbank.com.vn .
Obtain current interest rates and special interest rate offers	

I want to...	Who to contact...
Make a complaint to Customer Representatives, or contact them to access personal information	Write your letter to: Commonwealth Bank – Ho Chi Minh City Branch, 4B Ton Duc Thang Street, District 1, Ho Chi Minh City, Vietnam. You can also email your complaint to customerservice@commbank.com.vn
Report unauthorised transactions on my account	Call +84 8 3824 2044 (24 hours a day, 7 days a week).
Report a ATM card or myAccess security token or other device lost or stolen	
Request a temporary stop on your account(s) if security of your confidential information is in breach	
General branch opening hours	Monday to Friday: 8.30am to 4pm.