

TERMS AND CONDITIONS FOR ANZ BANK ACCOUNT SECTION IV

TERMS AND CONDITIONS FOR 24-HOUR BANKING

1. INTERPRETATION

- 1.1 This Section shall also be known as the Bank's "Terms and Conditions for 24-hour Banking" and shall be read together and as one with the General Provisions and the Terms and Conditions for Banking Accounts and any other applicable Section of these Terms and Conditions.
- 1.2 This Section shall apply to the issuance and use of the Bank's ATM Card and the provision of Phone Banking services by the Bank
- 1.3 Unless otherwise defined in this Section, terms and references defined or construed in the General Provisions shall have the same meaning and construction in this Section.
- 1.4 In these Terms and Conditions for 24-hour Banking, unless the context requires otherwise:

"24-hour Banking Service" includes any Service provided by the Bank for the use of an ATM Card at any ATM or any counter of any branch of the Bank, or for any Phone Banking Transaction and any other electronic Services or electronic facilities (other than Internet Banking) including any card and any electronic, computerised or telecommunication devices or modes of operating accounts in Singapore or elsewhere.

"Phone Banking Instruction" means an Instruction from a customer transmitted to the Bank by means of a telephone to any phone banking or similar Service operated by the Bank.

"Phone Banking Transaction" means a transaction effected by the Bank pursuant to or as a result of a Phone Banking Instruction.

"ATM" means automatic teller machine.

"Customer Identification Number" means the customer identification number for the time being assigned to the Customer for the purposes of an Phone Banking Transaction.

"PIN" means the personal identification number for the time being assigned to you for the relevant Service.

2. PIN / CUSTOMER INFORMATION NUMBER

- 2.1 You hereby acknowledge that you authorise the provision or use of any 24-hour Banking Service or any ATM or other card by anyone to whom you give your PIN and/or Customer Identification Number. You agree that the Bank may act on any Instruction that is initiated by anyone using the correct PIN and/or Customer Identification Number (and card where relevant). The Bank shall have no duty to verify the identity or authority of the person giving an Instruction to the Bank provided that the correct PIN and/or Customer Identification Number is used or quoted.
- 2.2 You shall keep any PIN and/or Customer Identification Number assigned to you secret and shall be fully responsible for any accidental or unintentional disclosure thereof to any third person. You acknowledge that there are risks of the PIN and/or Customer Identification Number being abused by unauthorised persons or for unauthorised purposes and agree to bear such risks absolutely. You shall notify the Bank immediately upon notice or suspicion of your PIN and/or Customer Identification Number being disclosed to any unauthorised person or any unauthorised instruction given or transaction effected with the correct PIN and/or Customer Identification Number and the Bank shall have no liability whatsoever to you if such instruction was unauthorised or given by any unauthorised person.
- 2.3 A PIN and/or Customer Identification Number shall remain effective until:
 - (a) the Bank's confirmation of receipt and acceptance of any change or cancellation of the PIN and/or Customer Identification Number by you; or
 - (b) the Bank's cancellation of the PIN and/or Customer Identification Number.

3. ATM CARDS

- 3.1 An ATM Card is the property of the Bank and you shall return all ATM Cards to the Bank immediately upon the Bank's request irrespective of whether the Bank has given any prior notice or reason therefor. Without prejudice to the above, you shall return

the ATM Card to the Bank for cancellation if you no longer require the ATM facilities or if you close the relevant Account with the Bank or if the ATM Card shall be withdrawn by the Bank for any reason whatsoever.

- 3.2 You shall in all circumstances and at all times be responsible for all transactions involving the use of ATM Card by any person whomsoever, whether or not authorised by you. In the event of loss or theft of your ATM Card, you shall immediately notify such loss or theft to the Bank in writing and shall be fully responsible for all transactions involving the use of such card by any person whomsoever whether or not authorised by you prior to the Bank's actual receipt of such written notice and a reasonable opportunity to take action in respect thereof. If any replacement card is issued, the Bank is entitled to charge a fee therefor.
- 3.3 You acknowledge and agree that an ATM Card may be captured by an ATM and a transaction declined under certain circumstance, including if the card has been damaged or has expired, an incorrect PIN has been entered, or an alert exists on your Account as a result of the card being reported loss or stolen.
- 3.4 For Joint Accounts that may be operated on the signature of any one of the Account holders, a separate ATM Card and PIN will be issued to each Account holder. However, each and every one of the Account holders shall be jointly and severally responsible for all transactions involving the use of the ATM Card so issued. In the case of Joint Accounts requiring the signatures of two or more account holders, such Account holders will not be eligible for the issuance of an ATM Card in respect of such Joint Account.
- 3.5 You irrevocably authorise the Bank to directly debit from the relevant Account the amount of any withdrawal, transfer or transaction involving the use of an ATM Card, including any transaction at an ATM or any purchase of goods or services at a point-of-sale terminal, whether or not made with your knowledge or authority.
- 3.6 Any deposits made at the Bank's ATM will be credited to your Account after verification by the Bank. Cheques passed to the your Account are accepted for collection only and the proceeds will not be available until the cheques have been cleared.

4. PHONE BANKING SERVICES

- 4.1 You must give Phone Banking Instructions to the Bank by quoting your PIN for Phone Banking, Customer Identification Number and any other details required by the Bank to effect Phone Banking Transactions. All Phone Banking Instructions given to the Bank by quoting your PIN and the Customer Identification Number and relied on or acted upon by the Bank shall be irrevocable and binding on you whether or not such Phone Banking Instructions are given personally or authorised by you.
- 4.2 Any Phone Banking Instruction or Phone Banking Transaction outside the scope of the Phone Banking services provided by the Bank from time to time will generally not be acted upon or effected by the Bank. However, if any Phone Banking instruction is relied on or acted upon by the Bank, such Phone Banking Instruction and all Phone Banking Transactions arising therefrom shall be binding on you.
- 4.3 For each Phone Banking Transaction concluded, the Bank shall have no duty whatsoever to send any advice of any kind to you unless specifically requested by you and agreed to by the Bank. Upon receipt of an advice from the Bank, you shall have a duty to examine the advice and notify the Bank in person or writing of any alleged error or irregularity therein in accordance with the Bank's Terms and Conditions.
- 4.4 Any exchange rate, loan rate or interest rate quoted by the Bank in response to an Phone Banking Instruction is for reference only and shall not be binding on the Bank unless confirmed by the Bank for the purpose of an Phone Banking Transaction. Such confirmed exchange rate, loan rate or interest rate, if accepted by you through Phone Banking shall be absolutely binding on you notwithstanding that a different exchange rate, loan rate or interest rate might have quoted by the Bank at the relevant time through other means of communication.

5. LIABILITY INDEMNIFICATION

- 5.1 The Bank shall have no responsibility whatsoever for any loss or damages suffered by the you as a result of or arising from:
- (a) the Bank acting on any unauthorised instruction, provided only that the Bank acts in good faith;
 - (b) the misunderstanding or misinterpretation of any instruction whether given by phone, electronic means or otherwise, provided only that the Bank acts in good faith; or
 - (c) any failure of the Bank to perform any obligation or service or take any action where such failure is attributable directly or indirectly to any circumstance or event beyond the reasonable control of the Bank, including any equipment, malfunction, power failure, interruption in transfer facilities, or refusal or delay by a third party in taking any action.
- 5.2 You shall hold harmless and indemnify the Bank and any other person appointed by the Bank and its officers and employees against all liabilities, claims, costs and damages of any kind which may be incurred by any of them and all actions or proceedings which may be brought by or against them, in connection with the provision of 24-hour Banking Services and/or the exercise of the powers and rights of the Bank under these Terms and Conditions, unless such liabilities, claims, actions or proceedings are caused solely by the gross negligence or wilful default of the Bank.
- 5.3 The Bank shall not be responsible for any consequential or indirect damage arising from or relating to the use of 24-hour Banking Services.