

- b. opening, processing, administering, managing and/or maintaining the Card Programme, the Card and/or the Card Account;
- c. operation of the Card Programme, the Card and/or the Card Account;
- d. administering and/or managing your Card Programme relationship with us;
- e. carrying out your instructions or responding to any enquiry purporting to be given by you or on your behalf;
- f. dealing in any matters relating to the Card Programme (in doing or carrying out the aforesaid, communicating with you by various modes of communication including but not limited to SMSes, emails, telephone calls, facsimile messages, the mailing of correspondence, statements, invoices, reports or notices to you, which could involve disclosure of certain personal data about you to bring about delivery of the same as well as on the external cover of envelopes or mail packages);
- g. carrying out due diligence or other screening activities (including background checks) in accordance with legal or regulatory obligations or our risk management procedures (including but not limited to those designed to combat financial crime, "know-your customer", anti-money laundering, counter-terrorist financing or anti-bribery), that may be required by law or that may have been put in place by us;
- h. conducting credit checks and/or upon adhoc, periodic or special reviews of your credit;
- i. assisting other financial institutions to conduct credit checks and collect debts from you;
- j. ensuring your ongoing credit worthiness;
- k. determining the amount of indebtedness owed to or by you;
- l. collection of amounts outstanding from you and those providing security for your debts;
- m. creation of records as to the business carried on by us;
- n. to prevent or investigate any fraud, unlawful activity or omission or misconduct, whether relating to the Card Programme, the Card, the Card Account or any other matter arising from your Card Programme relationship with us, and whether or not there is any suspicion of the aforementioned;
- o. to perform data analytics or analysis that is reasonably necessary for us to provide, improve and/or assess the suitability of, the Card Programme, the Card and/or Account provided or to be provided to you, including but not limited to credit scoring, staff training, assessment of customer preferences or needs, or customer satisfaction;
- p. to carry out or perform, administrative, operational and technology tasks (including technology infrastructure maintenance and support, application maintenance and support, risk management, systems development and testing, and business continuity management, quality assurance surveys, and market customer satisfaction research);
- q. complying with or as required by any applicable law, governmental or regulatory requirements of any relevant jurisdiction, including meeting the requirements to make disclosure under the requirements of any law binding on us or any of our branches or under and for the purposes of any guidelines issued by regulatory or other authorities with which we or any of our branches are expected to comply. This may include where disclosure and processing is by agreements with government agencies or revenue authorities in Singapore or elsewhere, to make inquiries about your tax status, or as required by external payment systems in Singapore or elsewhere;
- r. providing and sending you marketing, advertising and promotional information, materials and/or documents, via any communication to your postal or email addresses, or via electronic messages, SMSes, voice calls and/or facsimiles to your telephone numbers (based on our records), such messages to your telephone numbers only being sent in accordance with the requirements of Part IX of the PDPA, relating to:
  - i. any Benefits and/or regarding the Card Programme ("Card Programme Marketing Purpose"), where you are a Card Programme customer; and/or
  - ii. any other products or services provided, promoted or marketed by us and/or our third party merchants with whom we have collaborated or partnered and which are not regarding the Card Programme ("Non-Card Programme Marketing Purpose"), where you have separately provided consent to us in relation thereto, the Card Programme Marketing Purpose and the Non-Card Programme Marketing Purpose shall be collectively referred to as the "Marketing Purpose") and/or
- s. security and/or verification and in this regard we may put in place measures to achieve the aforesaid such as making audio recordings of your instructions or conversations over the telephone or during face to face communications with our staff. (collectively, the "Purposes")

### 13.5 Processing personal data for supply of Benefits

You acknowledge that as this Agreement entails you signing up for the Card Programme, a key aspect of which are the Benefits, it is necessary for us therefore to be able to process your personal data and to send you marketing information and materials relating to any Benefits (whether existing now or created in future) and thus the need for the purpose set out at clause 13.4(f).

### 13.6 Disclosure and processing for stipulated purposes

In carrying out one or more of the above Purposes including the Card Programme Marketing Purpose (and if you had provided consent separately to us to carry out the Non-Card Programme Marketing Purpose then the Non-Card Programme Marketing Purpose becomes applicable in this subclause), we may need to or will disclose your personal data to certain third parties, whether located within or outside Singapore, as such third parties would then be processing your personal data for one or more of the above Purposes. In this regard, your personal data that is in our possession will be kept confidential and where personal data is to be transferred out of Singapore, we will comply with the PDPA in doing so and take appropriate steps to ensure that the recipient of the personal data is bound by legally enforceable obligations to provide to the transferred personal data a standard of protection that is at least comparable to the protection under the PDPA, such that the personal data is kept secure and confidential. You hereby acknowledge, agree and consent that we may/are permitted to disclose your personal data to the following third parties (whether located within or outside Singapore) for one or more of the above Purposes and for the said third parties to subsequently process your personal data for or more of the above Purposes and/or for the Marketing Purpose:

- a. our head office, subsidiaries, associated or affiliated companies, branches and/or representative offices;
- b. any agent, contractor or third party service provider including but not limited to those that provide administrative, telecommunications, computer, payment or securities clearing or other services to us in connection with the operation of our business, mailing houses, telecommunication companies, marketing agents, call centres, data processing companies, data storage or hosting service providers, back-up data service providers, disaster recovery centres and information technology companies;
- c. credit reference agencies, and, in the event of default, to debt collection agencies;
- d. any person to whom we are under an obligation to make disclosure under the requirements of any law binding on us or any of our branches or under and for the purposes of any guidelines issued by regulatory or other authorities with which we or any of our branches are expected to comply with; and

- e. third parties including any merchant companies who are involved in or are providing any of the Benefits, or who are involved in or participating in the Card Programme.

### 13.7 Withdrawal of consent

If you do not wish for us to use your personal data or disclose your personal data for any of the above Purposes, you may withdraw your consent at any time by written notice to us, pursuant to the PDPA, however as stated at clause 13.3 above, depending on the circumstances and the nature/extent of your withdrawal, your withdrawal of consent may mean our inability to provide you with the Card Programme and Card and hence may result in the termination of your Card and the Card Programme or other consequences of a legal nature which may arise by virtue of your legal relationship with us.

### 13.8 Disclosure of personal data

Without prejudice to the generality of the foregoing, you consent for us to, whether before or after termination of the Card Programme or Card Account, disclose your personal data and/or any information relating to you, any Card Transaction or your Card Account, for one or more of the Purposes, to (i) any third party as we may deem fit in our reasonable discretion, including but not limited to our head office, subsidiaries, associated or affiliated companies, branches, agents, correspondents, agencies or representative offices (each a "Permitted Party"), (ii) any party authorised by you to operate the Card Account, (iii) any merchant, bank or financial institution, (iv) any credit bureau and/or its compliance committee and for such credit bureau and/or its compliance committee to disclose the personal data to third party or parties, including but not limited to its member banks or financial institutions, (v) any government agency, statutory board, regulatory body or supervisory or revenue authority in Singapore or elsewhere, or to any party to whom such entity has required such disclosure, where such disclosure is required by law or is pursuant to the directive of such entity or agreement with such entity, whether the disclosure is made directly or through a Permitted Party; (vi) any party involved in facilitating, processing or providing any services or facilities in connection with your Card, Card Account, any Card Transaction and/or this Agreement, (vii) any party for the purpose of collecting or recovering, or securing for your benefit or repaying on your behalf, any sums of money owing to us from you, (viii) any party who sees any envelopes or communication materials bearing our name and/or logo sent by us to you, (ix) any party who is involved in the marketing or promotion of benefits, services or facilities in connection with your Card, (x) any dispute resolution centre who is investigating, dealing, adjudicating or mediating any complaint, query, dispute or claim relating to your Card, Card Account, Card Transaction and/or this Agreement and (xi) any other party to whom we consider it necessary to make such disclosure for one or more of the Purposes.

These provisions are intended to facilitate (i) the provision of services, benefits and facilities in connection with your Card Programme, Card, Card Account, Card Transactions, and (ii) the fulfilment of our legal and regulatory obligations. We will not disclose to a greater extent than is provided and which we determine in good faith to be necessary.

### 13.9 Credit bureau

Without limiting the generality of the foregoing, for the purpose of assessing your creditworthiness and one or more of the Purposes, you also authorise:

- a. us to obtain information relating to you from any credit bureau and consent to such credit bureau disclosing information about you to us, and
- b. the credit bureau to disclose information about you obtained from us to its members or subscribers and/or compliance committees.

Our authority, and the credit bureau's authority, to disclose such information shall survive the termination of this Agreement.

### 13.10 Written permission

You agree that where your written permission is required by law or otherwise for any such disclosure by us, the signing of the Card application form or on the Card, the usage of the Card as well as in any other manner permitted by law shall constitute and be deemed to be sufficient written permission for such disclosure.

### 13.11 Additional rights

Our rights under this Clause shall be without prejudice to other rights of disclosures available pursuant to the Banking Act, Chapter 19 of Singapore (as may be amended and revised from time to time), the PDPA or any other statutory provision and in law and nothing herein is to be construed as limiting any of these other rights.

### 13.12 Information on data protection officer

Information regarding our data protection officer is or will in due course be available at anz.com.sg and/or in our branches.

## 14. Set Off and Consolidation

### 14.1 Extent of our rights

We may at any time and without prior notice or demand combine or consolidate any and all accounts maintained by you with us (whether matured or not) and regardless of where your accounts are located or whether your accounts are held in your sole name or jointly with others and set off or transfer any sum standing to the credit in any or all such accounts in or towards the discharge or payment of any and all sums due to us from you on any Card Account or under this Agreement notwithstanding that:

- a. the use of the Card or the Card Account has not been terminated; and/or
- b. the Outstanding Balance does not exceed the Credit Limit.

### 14.2 Set off and consolidation involving foreign currencies

Where any set off or consolidation undertaken by us involves the conversion of one currency to another, we shall make the necessary conversion at our prevailing currency exchange and you shall bear all exchange risks, losses, commission and other bank charges which may be incurred.

## 15. Communication and Service of Documents

### 15.1 Communications

- a. Any Card (whether issued pursuant to an application or a renewal or replacement Card) and all Billing Statements and correspondence under this Agreement may be sent by personal delivery, ordinary post, electronic means and/or facsimile transmission to your last known address (whether within or outside Singapore and whether such address is a Post Office Box or is a place of residence or business) or facsimile number as may be provided to, or obtained by, us or our solicitors and/or published in such manner as we may reasonably select.

All communication is deemed to have been effectively served on you:

- i. on the date of delivery if delivered by hand; and
  - ii. on the date of transmission if sent by facsimile transmission, electronic mail or through the Internet; and
  - iii. on the date immediately after the date of posting if sent by post; and
  - iv. on the date of publication if published; notwithstanding that it is not received by you or returned undelivered.
- c. Any marketing or any other communication from us may be sent to you by any message service or such other forms of electronic communication over such devices, media or channels as we may reasonably determine. You agree that we may also send you via such means, payment amount reminders including but not limited to the payment due dates, reminders on any missed payments, alerts on any suspected account activities or any other information as we may reasonably determine. You further acknowledge and accept the risk that information transmitted via such means may be accessed by or disclosed to third parties, whether authorised or unauthorised, who may have, or may gain access in any way to such communications sent by us to you.
- d. We may record telephone calls between you or your authorised persons, and us. Such recordings will be conclusive and binding evidence against you for all purposes whatsoever and shall be conclusive evidence of the instructions, information and/or content of the calls. You agree that all such recordings are admissible in evidence in any proceedings and you will not challenge or dispute the admissibility, reliability, accuracy or the authenticity of the contents of such records merely on the basis that such records were incorporated and/or set out in electronic form or are produced by or were the output of a computer system, and you hereby waive any right (if any) to so object.

### 15.2 Service

- a. We may serve any writ of summons, statement of claim or other legal process or document in respect of any action or proceedings under this Agreement required by any relevant law or the rules of court to be served on you by personal service, by leaving the same at, and/or sending the same by ordinary post, to the last known address (whether within or outside Singapore and whether such address is a Post Office Box or is a place of residence or business) as may be provided to, or obtained by, us or our solicitors or other agents, or as may be known to us.
- b. Such legal process or document is deemed to have been duly served on you:
  - i. on the date of delivery, if sent by hand; and
  - ii. on the date immediately after the date of posting, if sent by post; notwithstanding that it is not received by you or returned undelivered.
- c. Service of such legal process is deemed to be good and effective service of such legal process on you even if documents are returned to us undelivered and nothing in this Agreement shall affect our right to serve legal process in any other manner permitted by law.

### 15.3 Communication involving supplementary cardmembers

Any notice or any amendment to this Agreement that is sent by us to the Principal Cardmember or any Supplementary Cardmember shall be considered to have been sent and received by all such cardmembers at the same time.

### 15.4 Communication from you

Any request or of instruction to us shall be in writing and shall be signed by you provided nevertheless that we may but shall not be obliged to accept and act on any instruction or request by telex, electronic means, facsimile transmission or through the telephone which is believed by our officer or employee attending to such instruction or request to have been given or made or authorised by you. Notwithstanding that such instruction or request may not have been given or made or authorised by you and notwithstanding any fraud that may exist in relation thereto, we shall not be liable for any loss or damage suffered as a consequence of its acting on or acceding to any such instruction or request. We shall not be under any duty to verify the identity of any person communicating purportedly as you or on your behalf. Each cardmember shall provide us with written notice of any change in that cardmember's particulars.

## 16. Miscellaneous

### 16.1 Indemnity

You shall indemnify and keep us fully indemnified against all claims, demands, action, proceedings, losses, damages, costs and expenses of any nature (including legal costs on an indemnity basis) incurred, suffered or sustained by us, directly or indirectly, by reason of or in connection with this Agreement, including but not limited to:

- a. breach of any provision of this Agreement on your part; and/or
- b. the enforcement or protection of our rights and remedies against you under this Agreement, or in obtaining or seeking to obtain payment of all or any part of the monies hereby agreed to be paid by you; and/or
- c. any change in any law, regulation or official directive which may have an effect on this Agreement.

### 16.2 Our acceptance of instructions for periodic payments

Neither the acceptance or approval by us of any instruction or arrangement for any monthly or periodic payment of any charge of any person by monthly or periodic deduction effected on any Card Account or in respect of any monthly or periodic Card Transaction nor the execution by us of any such deduction in respect of any month or period shall impose upon us, any obligation to effect such deduction in respect of each and every month or period and we shall not be liable for any loss or damage suffered or incurred as a consequence of any failure by us to effect any deduction or Card Transaction in respect of any one or more months or periods.

### 16.3 Delay or failure to exercise rights

No forbearance or failure or delay by us in exercising any right, power or remedy is to be deemed a waiver or partial waiver thereof on our part; and no waiver by us of any breach of this Agreement on your part is to be considered a waiver of any subsequent breach of the same or any provision of this Agreement. We shall be considered to have waived our rights only if we specifically notify you of such a waiver in writing.

### 16.4 The Benefits, services or programmes

- a. You acknowledge and agree that:
  - i. the Benefits are provided by third parties unrelated to us, and that we are not the supplier or source of the Benefits, unless otherwise expressly specified by us in any Benefit;
  - ii. we have no control over the products or services under the Benefits that are being provided by third parties nor do we have control over the quality or safety thereof. You shall not hold us liable in any way whatsoever for any harm, injury, loss and damage that you or your friends, family or relatives may suffer arising from, related to, or connected with the products or services provided pursuant to the Benefits, including your or their consumption or use of the same;

- iii. none of the Benefits is guaranteed and any Benefits may be amended, changed, ceased, terminated, withdrawn at any time whatsoever, without notice to you, and you shall not hold us liable in any way whatsoever arising from the same. We make no guarantee, representation or warranty whatsoever that any third party or merchant will honour or recognize any Benefits;
  - iv. the Benefits may be subject to their own terms and conditions. If you intend to derive any privilege or benefit conferred or offered thereunder, you shall before ordering or making any purchase from any merchant involved or participating in the Benefit, inform that merchant of your intention and present the Card to that merchant;
  - v. we may at any time and from time to time restrict or exclude any merchant from participation in any Benefit; and
  - vi. any privilege or benefit to be obtained from or conferred by any merchant or third party under any Benefit may be unavailable, suspended or withdrawn by that merchant/third party at any time for any reason and whether temporarily or otherwise. We shall not be liable for any refusal of any merchant/third party to extend or confer any privilege or benefit under any Benefit for any reason whatsoever.
- b. In the event any regulatory authority directs or instructs or gives guidance that we should cease any or all Benefits, or the provision of any or all Benefits would cause us to be in breach of any laws or regulatory requirements or guidance to which we are subject, we shall be entitled to immediately cease any and all Benefits, without entitling you to receive any compensation and without us incurring any liability to you whatsoever.
- c. To the extent permitted by law, we shall not be liable to you in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever and whatever the cause thereof, for any losses or damages suffered or incurred by you in connection with or arising from any Benefits that is provided by any third party.

### 16.5 Arrangements with financial institutions

Upon any arrangement made between any cardmember and any financial institution, any payment may be made to us for the credit of any Card Account, whether at regular intervals or otherwise. If that Card Account is terminated and you have been given a replacement Card with a different Card number and/or expiry date, the arrangement shall be terminated upon such replacement and you shall be responsible for making alternative arrangements with the relevant financial institution.

### 16.6 Withholding of payments

- a. Any Government duties, taxes, rates or other charges incurred in respect of receipts or withdrawals made to or from your Account will be payable by the Accountholder. We may be required to withhold on payments to certain accountholders, and pass such amounts to a local or foreign government agency or revenue authority, by law or under an agreement with such authorities.
- b. If at any time any local or foreign government agency or revenue authority requires us to make a deduction or withholding on any payment due to you, you agree to immediately reimburse us for the amount of any such deduction or withholding, including authorising us to deduct such amounts from the Account. You will indemnify us against any loss we suffer or cost we incur as a result of such deduction or withholding.

### 16.7 Assignment

You are not entitled to assign or otherwise dispose of any of your rights against us.

### 16.8 Compliance with laws

- a. Notwithstanding any other provision in this Agreement to the contrary, we are not obliged to do or omit to do anything if it would, or might in our reasonable opinion, constitute a breach of any anti-money laundering, counter-terrorism financing or economic or trade sanctions laws or regulations applicable to us.
- b. We must provide to us upon request all information and documents that are within your possession, custody or control reasonably required by us from time to time, and as necessary in order for us to comply with any anti-money laundering, counter-terrorism financing or economic or trade sanctions laws or ongoing customer due diligence requirements or regulations applicable to us.
- c. You agree that we may disclose any information concerning yourself to any law enforcement entity, regulatory agency or court where required by any laws or regulations.
- d. You agree to exercise your rights and perform your obligations under this Agreement in accordance with all applicable anti-money laundering, counter-terrorism financing or economic or trade sanctions laws or ongoing customer due diligence requirements or regulations.
- e. You declare that you are acting on your own behalf and not in a trustee capacity, unless otherwise disclosed to us and you agree to provide evidence of due authority and specimen signatures for each authorised representative.
- f. You agree that we may take a sufficient time to consider, verify or occlude a transaction, if you or any other person or entity in connection with the transaction becomes a sanctioned person or entity, or upon the occurrence of a match on our sanction filters.

### 16.9 Governing law

This Agreement is subject to Singapore law and you hereby submit to the non-exclusive jurisdiction of the courts of Singapore. A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any term of this Agreement. Notwithstanding any term of this Agreement, the consent of any third party is not required to vary, release or compromise any liability or terminate any of the terms of this Agreement.

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# Cardmember's Agreement

This Agreement contains the terms and conditions applicable to the Card Programme product/service that you have applied for which includes your Card and your Card Account. Please read them carefully before you sign on or use the Card.

When you read this Agreement, bear in mind that "you", "your" and "cardmember" means the person named on the Card. The words "we", "our" and "us" refers to Australia and New Zealand Banking Group Limited, Singapore Branch and its successors and assigns. If you are the individual requesting us to issue the Card to you, you will be known as the "Principal Cardmember" and you will have an account with us called the "Card Account". If you have received this Card upon the request of a Principal Cardmember to be used in conjunction with the Principal Cardmember's Card Account, you will be known as the "Supplementary Cardmember", and the Card issued to you will be known as a "Supplementary Card".

## 1. Definitions

In this Agreement:

"Benefits"	means the Bank Benefits and the Merchant Benefits collectively.
"Billing Statement"	means a statement from us of the amount charged or debited and/or paid to the Card Account of the Card issued to the Principal Cardmember and the Card(s) issued to the Supplementary Cardmember(s) stated therein and each such statement may be on paper or may be constituted by data stored in any electronic medium or system, which may be transmitted through any computer system or facsimile machine.
"Card"	means any card bearing the name Visa or MasterCard and/or the service mark of Visa or MasterCard issued by us pursuant to this Agreement and any substitution, replacements or renewals thereof.
"Card Account"	in relation to any Card, means the account designated and maintained by us in relation to that Card provided that where only one account is designated and maintained by us for all the Cards issued to the Principal Cardmember and every Supplementary Cardmember, any reference to Card Account shall mean that account.
"Card Programme"	means : <ul style="list-style-type: none"> <li>(a) the Card that you have applied for and which we issue you pursuant to this Agreement;</li> <li>(b) our reward, loyalty, privileges or co-branding programmes and related services and products (collectively the "Bank Benefits"), if any, that we may at our discretion provide you in accompaniment with the Card; and</li> <li>(c) discounts, privileges, promotions, offers, services and/or products (collectively the "Merchant Benefits"), if any, that we may extend to you in accompaniment with the Card or arising from your being a holder of the Card, and where such Merchant Benefits, if any, are offered by our co-branding partners and merchants/third parties (as updated from time to time).</li> </ul>
"Card Transaction"	means any type of transaction effected by using the Card, Card Account or PIN (and shall include any Cash Advance).
"Cash Advance"	means a disbursement of funds in any currency or form using the Card or the Card Account number and/or any Card Transaction involving the placing of a wager, purchase of a lottery ticket, in-flight commerce gaming, or the purchase of gaming chips or other value usable for any gambling activities (including but not limited to internet gambling activities) and shall include any fees charged by any party on such disbursement and/or Card Transaction.
"Credit Limit"	means the maximum amount you are allowed to owe us on your Card Account(s) and any other unsecured line of credit granted by us at any time. This amount may be varied at any time without prior notice to you.
"MasterCard"	means MasterCard International Incorporated.
"Minimum Payment"	means the minimum amount you must pay us on each Billing Statement, which we calculate in accordance with Clause 5.2.
"Outstanding Balance"	means the total sum you owe us as at any given time on your Card Account under this Agreement including all Card Transactions, interest, fees, charges, actual or contingent (whether or not exceeding the Credit Limit).
"Payment Date"	means the date given on your Billing Statement by which you must make a payment.

"personal data"	means data, whether true or not, about an individual who can be identified : (a) from that data; or (b) from that data and other information to which the organisation has or is likely to have access.
"PDPA"	means Singapore's Personal Data Protection Act 2012 including all subsidiary legislation related thereto.
"PIN"	means the personal identification number we assign to you which you may change subsequently.
"processing" or "process"	in relation to personal data, means the carrying out of any operation or set of operations in relation to the personal data, and includes any of the following: (a) recording; (b) holding; (c) organisation, adaptation or alteration; (d) retrieval; (e) combination; (f) transmission; (g) erasure or destruction.
"Visa"	means Visa Inc.

## 2. Use of Card/PIN

### 2.1 Receipt of card/PIN

Once your application for a Card is approved, we shall send you a Card and a Personal Identification Number (PIN) to be used in conjunction with your Card. Upon receipt of your Card, you should sign on the immediately. You shall not disclose the PIN to any other person and should change the PIN from time to time for security reasons.

### 2.2 Card and PIN facilities

You may use your Card for making authorised purchases. No other person is allowed to use the Card and/ or PIN to make any Card Transactions. The services, functions and facilities available through the use of the PIN of any Card shall be determined by us from time to time. We may modify or vary any or all of the services, functions and facilities available through the use of any Card or the PIN of any Card or suspend or terminate the availability of any or all of such services, functions and facilities.

### 2.3 Card remains our property

The Card remains our property at all times. We may at our reasonable discretion request for the Card to be returned at any time, whereupon you shall return the Card immediately to us.

### 2.4 Card and PIN terms of use

The use of any Card or PIN shall be subject to these terms and conditions and to the compliance with such requirements, limitations and procedures as may be imposed by Visa or MasterCard from time to time as well as to the terms and conditions imposed by us from time to time in relation to electronic services, facilities and Card Transactions. Cash withdrawals from any account with us shall be subject to the terms and conditions as may be imposed by us with respect thereto.

### 2.5 Lawful use of the card and PIN

You shall not use the Card or PIN (whether to effect payment or otherwise) in relation to any transaction or activity which is illegal or prohibited under the law of the country in which such transaction or activity is effected or takes place or the law of your country of residence.

### 2.6 PIN and use at ATMs

- If a PIN is issued to you for use with your Card at any ATM (as defined below):
  - then the Card can be used on any automated teller machine installed by or belonging to us or any member bank of the Citrus/MasterCard/Visa/PLUS networks or any other electronic fund transfer system other than Citrus/MasterCard/Visa/PLUS or any devices or terminals for effecting payment or transfer of funds by electronic means (collectively, "ATMs") notified by us to you from time to time. The Card shall only and exclusively be used by you and is not transferable;
  - when you use the Card or the PIN at any ATM to effect Card Transactions which could also be effected by the use of an ATM card, the Card is treated as an ATM card for such purpose and the terms and conditions in respect of the use of an ATM card then prevailing will govern all such Card Transactions so effected as may be appropriate and relevant.

## 3. Credit Limit

### 3.1 Charges not to exceed overall credit limit

We may set an overall Credit Limit in respect of each Card Account. The total charges incurred under each Card Account by the Principal Cardmember and the Supplementary Cardmember(s) when added together, must not exceed the Credit Limit set for each Card Account. If the Credit Limit is exceeded, whether with or without our prior consent, you must immediately pay us the amount in excess of the Credit Limit. We may, where necessary, review and revise any of your Credit Limits without notice.

### 3.2 Our discretion

Notwithstanding any Credit Limit that may be set or imposed, we may in our reasonable discretion authorise or allow any Card Transaction even though this would result in the Credit Limit being exceeded or refuse to authorise or approve any Card Transaction even though the Credit Limit has not been and would not be exceeded if such Card Transaction had been effected.

## 4. Loss or Theft of Card

### 4.1 Duty to prevent loss/theft/fraud

You must keep your Card secure and ensure that your Card number and PIN are not disclosed to any other person.

### 4.2 Duty to notify us

Should you discover that your Card is lost, stolen or used in an unauthorised way, you shall notify us of the loss/theft or unauthorised use by calling our Customer Service Hotline or by notifying us in writing. In certain circumstances, we may also require you to make a police report accompanied by written confirmation of the loss/theft/misuse/disclosure and any other information that we may require.

### 4.3 Liability for lost/stolen cards

If your Card is lost or stolen or if the PIN is disclosed, your liability for Card Transactions carried out following such loss/theft/disclosure until we have been notified of the same, shall be limited to S\$100 provided:

- you immediately notify us;

- you assist in the recovery of any monies and/or goods any third party may have wrongfully been enriched by and/or acquired as a result of such loss/theft/disclosure and pay the same to us immediately;
- you furnish to us a statutory declaration in such form as we may specify or a police report and any other information or assistance we may require; and
- we are satisfied that such loss, theft or disclosure is not due to your negligence, fraud or default.

You shall not be liable for any Card Transactions carried out after we have been notified of the loss/theft/disclosure. However we shall debit the relevant Card Account for all Card Transactions (including Cash Advances) carried out before we are notified of the loss/theft/disclosure, but we will limit your liability to S\$100 if conditions (a) to (d) above are satisfied.

## 4.4 Card retrieved

Once the Card has been reported as lost or stolen it must not be used if subsequently retrieved. You shall cut such retrieved original Card into pieces. Any Card that is thrown away must be cut into pieces. You shall be liable for any loss or damage arising from any failure to do so.

## 4.5 Replacement card

We may at our discretion issue a replacement Card or a new PIN upon such terms and conditions as we may deem fit, and we reserve the right to charge a replacement fee as set out in our pricing guide in respect of any lost or stolen Card. Such fee shall be debited to the Card Account and is not refundable.

## 5. Payment Obligations

### 5.1 Liability for transactions

- We may charge and debit the relevant Card Account (whether before or after the termination of the use of any or all Cards) the amount of each and every Card Transaction and Cash Advance made or effected, whether by you or any other person (whether with or without your knowledge or authority) and you shall be liable therefor.
- You shall pay us the entire Outstanding Balance or at least, the Minimum Payment specified in the Billing Statement by the payment date. If your Card Transactions exceed your Credit Limit in any given month, you shall also pay all amounts by which the Credit Limit has been exceeded.
- Payment by cheque should reach us by the payment date.

### 5.2 Minimum payment

The Minimum Payment due on a Billing Statement is calculated as follows:

Outstanding Balance	Minimum Payment
Outstanding Balance less than S\$50.00	Outstanding Balance
Outstanding Balance exceeds S\$50.00 but does not exceed Credit Limit	3% of total Principal Outstanding Balance or S\$50.00, whichever is greater + any outstanding Minimum Payment from previous Billing Statement + interest + fees
Outstanding Balance exceeds Credit Limit	3% of total Principal Outstanding Balance + amount in excess of Credit Limit + any outstanding Minimum Payment from previous Billing Statement + interest + fees

### 5.3 Overpayment

Any amount paid into your Card Account which is in excess of the Outstanding Balance will not be refunded but will be reflected as a credit in your Card Account.

### 5.4 Appropriation of payments

Any and all payments made or sent by the Principal Cardmember or any Supplementary Cardmember may be applied and appropriated by us in such manner and order and to such Card Account(s) (whether relating to the Card issued to that cardmember or otherwise) and with respect to such Card Transaction(s) as we may select or determine notwithstanding any specific appropriation by that cardmember.

### 5.5 No deduction/withholding

If a deduction or withholding is required by law, you must immediately pay to us an additional amount such that the net amount received by us is equal to what we would have received had no such deduction or withholding been made.

### 5.6 Refunds

We will only give you a refund for a Card Transaction after the merchant or retailer has given us a valid credit voucher.

### 5.7 Goods and services tax

You shall be responsible for all goods and services tax and all other taxes imposed on or payable in respect of any amount required to be paid under this Agreement. We may debit the amount of such tax to your Card Account.

### 5.8 Cross-border transactions

- Card Transactions effected in currencies other than Singapore dollars ("Cross-border Transactions") will be debited to your Card Account after conversion into Singapore dollars at an exchange rate determined by MasterCard or Visa. This exchange rate is applied on the date the Card Transaction is posted to the Card Account and may be different from the rate in effect on the date of the Card Transaction. Cross-border Transactions shall also include Card Transactions effected in Singapore dollars with merchants whose card transactions are processed outside of Singapore. All Cross-border Transactions are subject to (a) such applicable charges (as indicated in the Information Sheet at [www.anz.com.sg](http://www.anz.com.sg)) imposed by MasterCard or Visa on us and (b) our fee of 1.5%.
- Notwithstanding clause 5.8(a), if your Card Transaction has been converted into Singapore dollars via dynamic currency conversion or cardholder preferred currency offered at certain overseas ATMs and merchants, you acknowledge that the process of conversion and the exchange rates applied will be determined by the relevant ATM operator, merchant, dynamic currency conversion service provider or cardholder preferred currency service provider, as the case may be. In addition, these conversions are subject to (a) such applicable charges (as indicated in the Information Sheet at [www.anz.com.sg](http://www.anz.com.sg)) imposed by MasterCard or Visa on us and (b) our fee of 1.5%.

## 6. Interest and Fees

### 6.1 Interest and late charge

- If by the Payment Date of any Billing Statement, the entire Outstanding Balance stated therein is not paid in full, we may charge and debit the Card Account an interest or finance charge which accrues daily at the rate of 25% per annum (23% per annum for ANZ Switch Platinum Card) or a promotional interest rate of 1.5% per month (which may be applied to selected customers based on the conduct of the card account) (i) on the Outstanding Balance from the date of the Billing Statement until the next Billing Statement date or until and including the date when any payment is credited to your Card Account, whichever is earlier; and (ii) on every Card Transaction posted, from the date that Card Transaction amount was posted to the Card Account until the next Billing Statement date or the earlier date when full payment is credited to your Card Account; and (iii) where a partial payment has been made prior to the next Billing Statement date, on the remaining Outstanding Balance after deducting the partial payment, from the day following the date the partial payment is credited to your Card Account until the next Billing Statement date; or (iv) if a series of partial payments have been made, for each period from the date the first partial payment has been credited to your Card Account until the next partial payment date is credited to your Card Account or the next Billing Statement date, whichever is earlier, on the remaining Outstanding Balance after deducting the respective partial payments which have been credited to your Card Account. (and for the purposes of this sub-clause (a) only, Cash Advances are excluded in the calculation of the Outstanding Balance and in the use of the expression "Card Transaction").
- If you fail to make at least the Minimum Payment specified in your Billing Statement by the Payment Date, you may also be liable for a late charge at the rate of S\$60 a month or at such other rate as we may determine.

### 6.2 Other fees

- In addition to the above, you shall also be responsible for the following charges (unless specifically waived by us) including but not limited to:
- a non-refundable annual service fee for the issue and renewal of each Principal and Supplementary Card;
  - a processing fee for any bill or cheque tendered in payment to us which is dishonoured for any reason whatsoever;
  - an administrative fee for production of documents relating to your Card;
  - an administrative fee for any replacement Card;
  - where by any arrangement between you and any financial institution (including us), any payment is to be made to us for the credit of any Card Account, whether at regular intervals or otherwise, a fee of such amount as we may determine for each occasion when any payment to us is not effected (for any reason whatsoever, including the insufficiency of funds or balance on any account) at the time when such payment should have been effected in accordance with such arrangement;
  - a charge for each reservation of goods, services or facilities made or paid through the use of the Card which is subsequently cancelled or not taken up and such charge shall be at the rate prescribed by the merchant with or through whom the reservation was made or at such rate as we may determine;
  - a service charge or administrative fee for the production or retrieval of any document relating to the Card Account or any service or facility provided by us or any action taken by us in carrying out any of your instructions and/or requests relating to your Card Account, whether such service or action is referred to or contemplated in this Agreement or otherwise; and
  - such other fee which may be prescribed and imposed from time to time by:
    - us;
    - any government agency, statutory board or authority in Singapore or elsewhere; and/or
    - any party involved in facilitating, processing or providing any services or facilities in connection with your Card, Card Account, any Card Transaction and/or this Agreement.

### 6.3 Cash advance

In respect of each Cash Advance made through the use of any Card and/or the PIN, we shall charge and debit the Card Account:

- a fee of 5% of the amount of the Cash Advance subject to a minimum of S\$15.00; and
  - an interest or finance charge of 28% per annum calculated at such rate as we may determine on a daily basis on the amount of the Cash Advance as from the date of the Cash Advance until the date on which full payment thereof is made.
- 6.4 Liability for interest**
- All interest and charges payable by you under this Agreement are payable before as well as after any judgment and will be calculated on a 365-day year.
  - Your liability for interest will still continue whether or not we give you a Billing Statement. If there is no Billing Statement, then for the purpose of calculating interest and the Payment Date we may select dates each month as the Billing Statement date and the Payment Date.

## 7. Termination of Card Programme, Card and Card Account

### 7.1 Our right to terminate

We may in our reasonable discretion suspend or terminate your Card and/or Card Account(s) at any time without liability and without furnishing any reason therefor. For the avoidance of doubt, such termination by us would automatically bring about the termination of the Card Programme. We further reserve the right to terminate your Card Programme, your Card and/or Card Account(s) immediately if you fail to provide us with any information we may request under this Agreement, or if required by law, a regulatory body, revenue authority or government agency (whether local or foreign).

### 7.2 Your right to suspend or terminate

The use of any or all Cards may be terminated by the Principal Cardmember and the use of any Card issued to any Supplementary Cardmember may be terminated by that Supplementary Cardmember in each case by giving written notice thereof to us. For the avoidance of doubt, such termination by you would automatically bring about the termination of the Card Programme.

### 7.3 Obligations upon termination

Upon the termination of your Card Account(s) for whatever reason, you shall write to us and cut the Card in pieces and notwithstanding such termination, any use of the Card or the PIN of a Card (whether or not by you) before it is returned to us shall be deemed to be use of the Card or the PIN by you and you shall be liable to pay the Outstanding Balance on the Card Account in full forthwith, including such Card Transactions then incurred but not yet debited to that Card Account. Your obligation under this Agreement will continue despite the termination of the Card Account and the use of the Card.

## 7.4 Refunds

- We will not refund the annual service fee or any other fees if the Card Account and the use of the Card is terminated.
- In the event that you wish to obtain a refund of any balance credit amount in the form of a cashier's order, this will be allowed with the deduction therefrom of an administrative fee of S\$10.00.

## 8. Liability of Cardmembers

### 8.1 Liability of principal cardmember

If you are the Principal Cardmember, you are liable for and must pay us on demand the Outstanding Balances (whether incurred by you or the Supplementary Cardmembers) on your Card Account(s), including all sums and charges effected or debited to any and all Card Accounts in accordance with this Agreement (whether before or after the termination of the use of any Card). You are jointly and severally liable with each Supplementary Cardmember for such part of the Outstanding Balance in connection with his/her Supplementary Card.

### 8.2 Liability of supplementary cardmembers

The Supplementary Cardmember is only liable for and must pay us on demand for such part of the Outstanding Balance in connection with his/her Supplementary Card, including all sums and charges debited by us to any Card Account in accordance with this Agreement in respect of Card Transactions effected by the use of the Card issued to that Supplementary Cardmember and or the PIN of such Card or the PIN issued to that Supplementary Cardmember, including the amount of all interest and other charges debited to the Card Accounts which are attributed to those Card Transactions or any of them, which remain outstanding or unpaid. The Supplementary Cardmember is not liable for such part of the Outstanding Balance incurred by the Principal Cardmember or by any other Supplementary Cardmember.

### 8.3 Liability of each cardmember

Any invalidity, unenforceability, release or discharge of the liability of the Principal Cardmember or any Supplementary Cardmember to us shall not affect or discharge the liability of the other cardmembers to us.

## 9. Exclusions and Exceptions

### 9.1 Problems with goods and services

We are not liable in any way should you encounter any problems with the goods and services that you obtain through the use of your Card. In spite of the non-delivery or non-performance or defects in any such goods and services, you shall pay us the full amount shown in the Billing Statement.

If you have any complaint against a merchant, you shall resolve such dispute directly with such merchant. Any such dispute is between you and the merchant and we shall not be deemed to be a party to such dispute. We shall not be liable or responsible for the quantity, quality, merchantability, fitness for purpose or any other aspect of the goods and services supplied by a merchant to you or in respect of any contract or transaction entered into by such merchant with you involving the use of the Card.

### 9.2 International emergency assistance service

- You accept that the communication and arrangements for the International Emergency Assistance Service (which is only available for certain Card types) are provided by third-party service providers.
- You are responsible for the cost of any medical, legal or other services used and you accept that assistance is provided on a best-efforts basis and may not be available due to time, distance or location.
- You will not hold us, MasterCard or Visa, responsible for the availability, use, act, omission, loss or damage suffered as a result of any such medical, legal or transportation service.

### 9.3 Miscellaneous

We will not be liable to you in any way:

- for any delay or if we cannot carry out our responsibilities under this Agreement as a result of anything that we or any of our servants, agents or contractors cannot reasonably control. This includes but is not limited to any electronic, mechanical system, data processing or telecommunication defect or failure, any industrial dispute, civil disturbance, war or Act of God;
- if any establishment refuses to accept the Card for any reason;
- for any injury to your credit, character and reputation if a Card Transaction cannot be effected;
- should your Card or PIN be rejected by a merchant or any terminal used to process Card Transactions or if we refuse for any reason to authorise any Card Transaction;
- for any malfunction, defect or error in any terminal used to process Card Transactions, or of other machines or system of authorisation whether belonging to or operated by us or other persons or the inability of any terminal, machine or system to accurately, properly or promptly transmit, process or store any data;
- for any damage to or loss or inability to retrieve any data or information that may be stored in your Card or any microchip or circuit or device in your Card or the corruption of any such data or information, howsoever caused;
- (i) for any loss, theft, use or misuse of the Card or disclosure of your PIN and/or any breach of this Agreement (ii) for any fraud and/or forgery perpetrated on us or any merchant (iii) for any injury to your credit, character and reputation in relation to our repossession or our request for the return of the Card or your use of the Card;
- for the interception by or disclosure to any person (whether unlawful or otherwise) of any data or information relating to you, any Card Transaction or your Card Account transmitted through or stored in any electronic system or medium, howsoever caused; and/or
- for any delay, inability or failure by us to perform any of our obligations under or pursuant to this Agreement caused or contributed in any way by any one or more of the events or occurrences set out in this Clause.

## 10. Instalment Payment Plan

If you have applied to participate in the Australia and New Zealand Banking Group Limited, Singapore Branch Instalment Payment Plan (the "Plan"), you authorise/agree/undertake with us as follows:

- You authorise us to pay to the relevant merchant for your purchase of the relevant goods/services (in such manner as may be agreed between the merchant and us) and to debit your Card Account for the purchase price of the goods and services in the number of instalments indicated on the receipt containing details of the Plan.
- We have the discretion to determine the size of each instalment payment as long as the total instalment payments do not exceed the purchase price.

- The first instalment payment will be debited immediately from your Card Account when you purchase the goods and services. Each subsequent instalment payment will be debited on or about the same day in each following month, until the full purchase price has been completely debited to the Card Account.
- You agree that the Credit Limit related to your Card Account will be reduced by such portion of the purchase price that is unpaid, although the same may not be posted to your Card Account as yet.
- If any instalment payment debited to your Card Account is not paid in full when due, you must pay us the finance charges, interest and fees on the outstanding amounts at our prevailing rate.
- We may at our discretion debit the whole balance of the purchase price then outstanding to your Card Account at any time, in which case such balance will be immediately due and payable by you.
- We may at our discretion impose an administrative fee at such rate as we may determine if the Plan is terminated (whether arising from the termination of your Card Account or otherwise) or if you make a prepayment of any amount under the Plan.

## 11. Conclusiveness of Documents and Certificates

### 11.1 Conclusive evidence

Our records (including electronic, computer and microfilm stored records) of all matters relating to the Card, the Card Account and of you shall be conclusive. You hereby agree not to at any time dispute the authenticity or accuracy of any computer output relied upon by us for any purpose whatsoever. In addition, any certificate from us stating your liability to us as at any specified date shall be conclusive evidence of such matters.

### 11.2 Signature conclusive

We shall be entitled to rely upon and to treat any document relating to any Card Transaction with your signature as conclusive evidence of the fact that the Card Transaction as therein stated or recorded was authorised and properly made or effected by you.

### 11.3 Billing statements

- We will send a Billing Statement to you on a monthly or other periodic basis but may suspend doing so if your Card Account is inactive. The Billing Statement shall be conclusive evidence of the state of the Card Account between us. Any error or inaccuracy in any Billing Statement shall be notified in writing to us within 14 days from the date when such Billing Statement shall have been received or deemed received by you. Each Billing Statement shall constitute conclusive evidence as against all cardmembers that every Card Transaction stated therein has been effected by the cardmember and every charge stated and every amount debited therein has been validly and properly incurred or debited in the amount stated therein save for such error or inaccuracy which you had notified us in writing within the time prescribed herein.

- Any Billing Statement given to or served on the Principal Cardmember shall be deemed to have been given to and received by each and every Supplementary Cardmember at the time when the Principal Cardmember shall have received or is deemed to have received the same. We shall not be required to send to any Supplementary Cardmember any Billing Statement or any statement with respect to the Card Account of the Card issued to that Supplementary Cardmember.

## 12. Amendments

### 12.1 Amendments to the agreement

We may at any time at our reasonable discretion and upon written notice to you, change any one or more of the terms and conditions in this Agreement. Such change shall take effect from the date stated in the notice. If you do not accept such change, you shall forthwith discontinue use of the Card and instruct us to terminate the Card. For the avoidance of doubt, such termination automatically terminates the Card Programme. If you do not do so, you shall be deemed to have agreed with and accepted such change. Notwithstanding the aforementioned, we may make amendments for administrative or clarification purposes without giving you any notice.

### 12.2 Right to vary charges and fees

We may at any time at our reasonable discretion and upon written notice to you, change the prevailing rate, basis of calculation and/or amount of any interest, charges or fees payable by you as stated in our pricing guide. Such change shall take effect from the date stated in the notice.

### 12.3 Notification of changes

We may notify you of any changes to the terms and conditions in this Agreement by:

- publishing such changes in your Billing Statements; or
- displaying such changes at our branches or automated teller machines; or
- posting such changes on our website; or
- electronic mail or letter; or
- publishing such changes in any newspapers; or
- such other reasonable means of communication as we may determine.

## 13. Personal Data Protection

### 13.1 Collection, use, disclosure and processing your personal data

When you deal with us, we may collect, use, disclose and/or process your personal data, including details about you, your transactions (including but not limited to Card Transactions), your financial conditions, your relationship with us and/or your Card Account, facility/ies and accounts for the Purposes described below.

### 13.2 Supplying us with your personal data

Further, from time to time, it is/ may be necessary for you to supply us with your personal data in connection with the establishment or provision of the Card Programme, the opening or continuation of the Card Account, and/or for us to comply with any and all applicable laws or guidelines issued by governmental or regulatory authorities.

### 13.3 Failure to supply personal data

Your failure to supply certain personal data to us (or if we are not permitted to process your personal data), may/would result in us being unable to provide the Card Programme, open or continue your Card Account.

### 13.4 Purposes for collecting, using, disclosing and processing personal data

You hereby agree and consent that we, our employees and agents, may collect, use, disclose and/or process your personal data for the following purposes:

- considering whether to provide you with the Card Programme including the Card and the Card Account, that you applied for;