

KIRIBATI COUNTRY SCHEDULE

1. APPLICATION

- 1.1** This document constitutes a Country Schedule as referred to in the ANZ General Banking Conditions and sets out country-specific terms on which the Bank provides its Customer with one or more Accounts or Services in Kiribati.
- 1.2** This Country Schedule supplements the ANZ General Banking Conditions. Capitalised terms used in this Country Schedule have the meanings given to them in the Definitions Schedule which supplements the ANZ General Banking Conditions.

2. DEFINITIONS SCHEDULE

- 2.1 Electronic Record** means a record created, stored, generated, received or communicated by electronic means, including but not limited to an Electronic Signature.
- 2.2 Electronic Signature** means a signature in electronic form in, attached to, or logically associated with, Instructions, that is used by a signatory to indicate his or her adoption of the content of those Instructions.

3. ANZ GENERAL BANKING CONDITIONS

- 3.1 Electronic Records.** The Customer agrees that any Instructions are not to be denied legal effect, validity, admissibility or enforceability on the ground that the Instructions are in the form of an Electronic Record. The Customer acknowledges and agrees that if Instructions are required by Law to be in writing or are required by Law to be delivered, dispatched, given or sent to, or to be served on a person, that by signing this Agreement, that requirement is met by doing so in the form of an electronic record. The Customer further acknowledges and agrees that if the Customer's signature is required by Law (whether to give Instructions or otherwise), that requirement is satisfied by an Electronic Signature.
- 3.2 Foreign Currency Accounts.** The Customer acknowledges and agrees that the opening or operation of any Account in a foreign currency will be subject always to the *Exchange Control Ordinance [Cap 51]* as amended from time to time, together with any other obligation imposed under law.
- 3.3 ANZ Digital Key.** If the Customer or its Authorised User uses the ANZ Digital Key application, the Customer has agreed to the ANZ Digital Key Terms and Conditions and Licence Agreement for use of ANZ Digital Key (as amended from time to time) (**ADK Terms**). The Bank is not currently party to the ADK Terms. The Customer agrees that the Bank is not

liable for any Loss or Indirect Loss whatsoever that arises from the Customer's or its Authorised User's use of ANZ Digital Key, including any Loss or Indirect Loss arising from:

- (a) the Customer's, or its Authorised User's, device's inability and/or failure to access or use ANZ Digital Key, including any Loss or damage to the device resulting from the Customer's or its Authorised User's access or use, or attempted access or use, of ANZ Digital Key (including downloading any associated applications for ANZ Digital Key); and
- (b) the Customer's or its Authorised User's use of ANZ Digital Key, including arising from any security breach, if the Customer or its Authorised User have acted fraudulently (either alone or together with any other person), if the Customer or its Authorised User have installed applications on the device other than those available from locations permitted under the ADK Terms from time to time, or if the Customer or its Authorised User have caused or contributed to that Loss, for example, by failing to comply with any of the ADK Terms.

The ADK Terms are available at:
<https://www.anz.com/kiribati/en/business/business-transactions/online-forms/>.

- 3.4 APS222 Disclosure.** The Customer acknowledges that ANZ Bank (Kiribati) Limited is a subsidiary of ANZ, it is a separate entity to ANZ and the obligations of ANZ Bank (Kiribati) Limited under the Agreement do not constitute deposits or other liabilities of ANZ and ANZ is not required to meet the obligations of ANZ Bank (Kiribati) Limited.
- 3.5 Information about ANZ Bank (Kiribati) Limited.** ANZ Bank (Kiribati) Limited, a company incorporated under the laws of Kiribati and having its address at Main Street, Bairiki, Tarawa, Republic of Kiribati.