

# TERMS GOVERNING TERM DEPOSIT ACCOUNT (THE “AGREEMENT”) - Hong Kong

## 1. PLACEMENTS, RENEWAL AND WITHDRAWAL

- 1.1 The following terms shall apply to all Term Deposit Accounts maintained with the Bank from time to time.
- 1.2 Placement for a new Term Deposit Account or renewal of a Term Deposit Account can be made over the phone, electronic mail, facsimile or by such other method as mutually agreed. The Customer agrees that the Bank may conduct verification over the phone prior to allowing the Customer to placement of a Term Deposit Account with the Bank.
- 1.3 Each placement for a Term Deposit Account must be accompanied by the Customer’s instruction as to the placement tenor, the agreed interest, deposit amount and settlement instruction (if any) on maturity date.
- 1.4 The Term Deposit Account will be credited only upon receipt of cleared funds.
- 1.5 Premature withdrawals may be made only with the Bank’s consent and on such terms as the Bank may in its reasonable discretion impose, including no payment of interest, payment of the Bank’s costs of replacing the funds and/or payment of fees.
- 1.6 Where the Customer has instructed the Bank that the Customer (a) does not wish to renew or rollover a Term Deposit Account upon its maturity, or (b) wishes to make a premature withdrawal of a Term Deposit Account, then the Bank shall:
- (i) (where the Customer has instructed the Bank to remit the funds to a specific account) remit the funds to the account as specified by the Customer; or
  - (ii) (where the Customer has not given instructions to the Bank on where to remit the funds) remit the funds to the Originating Account,
- on the maturity date of that Term Deposit Account or (as the case may be) the date of the requested premature withdrawal.
- 1.7 If the Bank has not received any instructions from the Customer to renew or rollover a Term Deposit Account on or before its maturity date, then the Bank may (but is not obliged to) renew that Term Deposit Account by placing, as a fresh deposit, the principal plus accrued interest of that matured Term Deposit Account for the same period as that matured Term Deposit Account. Interest shall be payable on that fresh deposit based on the rate determined by the Bank.

## 2. CONFIRMATION

- 2.1 The Bank will provide the Customer with a deposit advice for each new placement of a Term Deposit Account.
- 2.2 Deposit advice may be provided to the Customer in electronic mail, paper format, through Electronic Banking Channel or any other method as agreed.
- 2.3 The Customer shall notify the Bank of any errors within one day of the confirmation date after which, the Customer is deemed to have approved the confirmation. The Bank may rectify any errors in the confirmation which, once rectified, shall be conclusive. The Bank has the right to demand the refund or debit the Term Deposit Account for any overpayment arising from such errors.

## 3. INTEREST

- 3.1 Interest shall be payable in arrears on maturity and at the rate agreed with the Bank.

## 4. UNDERTAKINGS AND AGREEMENT

- 4.1 The Customer agrees to (a) provide the Bank with complete, accurate and up to date information and documentation as the Bank may reasonably request, including as may be required by Law or any agreement or arrangement with any local or foreign Authority and to notify the Bank of any changes, (b) comply with all

instructions and procedures that the Bank may impose from time to time (including any verification procedure for placement or rollover of deposits which may be done via phone call) and (c) make its own assessment as to whether it is subject to any legal, regulatory or tax obligations or duties.

- 4.2 The Customer acknowledges that (a) an instruction over the phone, by fax and electronic mail are not secure means of sending instructions; and (b) it is aware of the security risks involved in sending fax or electronic mail instructions, including the risk that an instruction given may be incomplete, inaccurate, fraudulent or mistakenly altered or not otherwise authorised or not be received in whole by the Bank. The Customer agrees that the Bank may rely on any instruction or agreement signed, initiated, sent or given by an Authorised Person which purports or appears to be genuine and to have been signed, initiated, sent or given by an Authorised Person by whom it purports to be signed, initiated, sent or given, notwithstanding that the Customer subsequently alleges that such instruction or agreement is not authorized by the Customer. The Customer agrees to bear any risks in sending any instructions through this channel and agrees to indemnify the Bank for any claims, demands, losses, liabilities, costs and expenses. The Customer acknowledges that the Bank may carry out verification checks or security measures as required.

## 5. Electronic Banking Channel

- 5.1 The Bank will provide the Customer with access to the Bank’s Electronic Banking Channel. Access to the Bank’s Electronic Banking Channel shall be limited to (i) viewing each term deposit advice (if available); and (ii) viewing information relating to the Customer’s Term Deposit Account(s).
- 5.2 The Customer acknowledges that the information made available by the Bank through the Electronic Banking Channel may only be updated at certain intervals and as such may not reflect the new term deposit placement with the Bank.
- 5.3 The Bank may provide the Customer with Security Devices to access the Electronic Banking Channel. All title and rights in a Security Device provided to the Customer to access the Electronic Banking Channel belong to the Bank and will remain the property of the Bank.
- 5.4 The Customer shall be responsible for identifying and establishing the appropriate Users and ensuring that only those Users have access to the Electronic Banking Channel.
- 5.5 The Customer shall notify the Bank immediately if the Customer believes or suspects that there has been (i) fraudulent or unauthorised access to, or use of its Electronic Banking Channel or (ii) breach of any other security procedure prescribed by the Bank.
- 5.6 The Customer acknowledges that electronic services are subject to interruption, unavailability or breach of security for variety of reasons and that the access to and use of the Electronic Banking Channel is provided on an “as is, as available basis only”.

## 6. TAXES

- 6.1 The Customer will pay all taxes applicable to it and payable in connection with the Term Deposit Account and, where applicable, the Bank may debit any such taxes from the relevant Term Deposit Account.
- 6.2 The Bank may be required by Law or agreement or arrangement with any local or foreign Authority to deduct

or withhold from payments made to the Customer in connection with a Term Deposit Account. Where the Bank is required to make a deduction or withholding, the Customer acknowledges and agrees that the relevant payment will be reduced by the amount of that deduction or withholding.

## 7. CONSENT TO DISCLOSURE

7.1 The Customer consents to the Bank and a Bank Group Member, disclosing information relating to it, this Agreement and any transactions under or related to the Term Deposit Account as it considers appropriate to (i) any Bank Group Member; (ii) auditors or professional advisors of the Bank or a Bank Group Member; (iii) agents or third party service provider of the Bank or a Bank Group Member who are under duty of confidentiality; (iv) any person (including any prudential supervisory body, regulatory agency, court or tribunal) to whom information is required to be disclosed by any applicable Law or any local or foreign Authority with whom the Bank or a Bank Group Member has an agreement or arrangement which requires customer or account information to be disclosed, whether the disclosure is made directly by the Bank or through another Bank Group Member; (v) actual or proposed assignee or transferor of the Bank.

## 8. TERMINATION

8.1 The Bank may terminate the Term Deposit Account in writing with immediate effect if in the Bank's opinion providing any Term Deposit Account to the Customer would cause the Bank to be in breach of any applicable Law, AML/ETS Laws or requirement of any Authority.

## 9. ANTI-MONEY LAUNDERING AND COMPLIANCE WITH LAW

- 9.1 Notwithstanding any other provision contained in this Agreement to the contrary, the Customer agrees that the Bank is not obliged to do or omit to do anything, and the Bank may delay, block or refuse to process any transaction without incurring any liability, if it would, or might in its reasonable opinion, constitute a breach of any AML/ETS Laws applicable to the Bank;
- 9.2 The Customer must forthwith provide to the Bank all information and documents that are within its possession, custody or control reasonably required by the Bank in order for the Bank to comply with any applicable AML/ETS Laws.
- 9.3 The Customer agrees that the Bank may disclose any information concerning the Customer to any law enforcement entity, regulatory agency or court where required by any applicable Law.
- 9.4 The Customer agrees to exercise its rights and perform its obligations under the Agreement in accordance with all applicable AML/ETS Laws.
- 9.5 Unless otherwise disclosed, the Customer declares that it is acting on its own behalf and not in a trustee or agency capacity. The Customer declares and undertakes to the Bank that the payment of monies by the Bank in accordance with the Customer's instructions will not breach any Law.

## 10. DEPOSIT PROTECTION SCHEME

10.1 The Bank is required under the Hong Kong Deposit Protection Scheme (Representation on Scheme Membership and Protection of Financial Products Under Scheme) Rules to inform the Customer that the Bank is a member of the Deposit Protection Scheme ("Scheme") in Hong Kong and eligible deposits taken by the Bank will be protected by the Scheme up to a maximum limit of HK\$500,000 per depositor. Any financial or deposit products offered to the Customer (i) by the Bank, which do not constitute eligible deposits under the Deposit Protection Scheme Ordinance; and (iii) by any Bank Group Member other than the Bank are not protected by the Scheme notwithstanding the Bank is a member of the Scheme.

## 11. DATA PROTECTION

- 11.1 The Customer agrees that the Bank's applicable data policies and its other communications concerning data issued, varied and/or amended from time to time shall apply to all information provided by the Customer. A copy of the Bank's Data Policy Notice has been provided to the Customer and forms part of these Terms as if set out here in full. Copies of the Data Policy Notice and the Bank's Opt Out Form are available on request, at branches and from the website (<http://www.anz.com/hongkong>). The Customer agrees that all of its information now provided or which the Bank obtains from other sources or from the Customer's relationship with the Bank will be subject to the Bank's Data Policy Notice and/or other communications (as may be varied from time to time). In particular, the Customer understands and agrees that:
- the Bank may:
    - obtain and verify information about the Customer from and provide information about the Customer to other organisations, institutions or other persons;
    - transfer data about the Customer outside the Hong Kong Special Administrative Region, including to other Bank Group Members;
    - compare any data obtained with the Customer's data, and use the results for taking of any actions including actions that may be adverse to the Customer's interests (including declining an application);
    - provide the Customer's data to credit reference agencies, and, in the event of default, to debt collection agencies.
  - the Customer may request that its data is not used for marketing purposes, by signing and returning the Bank's Opt Out Form.

11.2 The Customer undertakes that it will share the Bank's Data Policy Notice to the relevant individuals who have provided Personal Information to the Bank and/or its affiliates in connection with the use of an Account or Service.

## 12. GENERAL

- 12.1 Subject to applicable Law, the Bank may record telephone calls and may produce records of these communications as evidence in proceedings brought in connection with the Agreement.
- 12.2 The Bank may amend the Agreement and any such modification shall be notified to the Customer.
- 12.3 The Customer may not transfer or assign any of its rights and obligations under the Agreement without the prior written consent of the Bank. The Bank may assign, novate, transfer or otherwise deal with all or any of its rights and/or obligations under the Agreement without the Customer's (or any other person's) consent.
- 12.4 Unless otherwise specified in this Agreement, a person who is not a party to the Agreement shall have no rights to enforce any provision of the Agreement and consent of any person not a party to the Agreement is not required to amend such Agreement.
- 12.5 This Agreement shall be governed by the laws of Hong Kong. The parties submit to the non-exclusive jurisdiction of the courts of Hong Kong.

## 13. DEFINITIONS

**AML/ETS Laws** means any anti-money laundering, counter-terrorism financing or economic or trade sanctions laws or regulation.

**Authorised Person** means any person authorized by the Customer and notified to the Bank to act on the Customer's behalf in giving instructions and performing any acts, discretions or duties under the Agreement or with respect to the operation of any Term Deposit Account.

**Authority** means any regulatory, administrative, government, quasi government, law enforcement or

supervisory authority, court or tribunal.

**Bank** means Australia and New Zealand Banking Group Limited, incorporated in Australia, acting through its Hong Kong Branch (ABN 11 005 357 522).

**Bank Group Member** means the Bank's head office, holding company, subsidiaries, associated or affiliated entities.

**Customer** means the person named as the account holder of a Term Deposit Account.

**Electronic Banking Channel** means any internet/online or similar channel established by the bank which enables the Customer to view its Term Deposit Account.

**Law** means any treaty, law, statute, rule, regulation, court order or standard of any Authority or any request, order, directive, guideline, notice, code, decision or statement of policy or practice of any Authority having the force of law, or if not, having the force of law, in respect of which compliance in the relevant jurisdiction is customary.

**Originating Account** means the account of the Customer from which the funds was transferred from and into each Term Deposit Account.

**Security Device** means any security token, electronic key or similar device.

**Term Deposit Account** means any term deposit account held by the Customer with the Bank.

**Users** means any persons delegated by the Customer to use the Electronic Banking Channel.