

TONGA 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 the Kingdom of Tonga.
- 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 **Electronic Banking Channel.** The Customer acknowledges and agrees that the ANZ Internet Banking Terms and Conditions (Cook Islands, Fiji, Papua New Guinea, Samoa, Solomon Islands, Tonga, Vanuatu and Timor Leste Edition), December 2012 Edition as amended from time to time ("Electronic Banking Terms and Conditions"), are supplementary to and exist independently to the Agreement. The Customer will be required to sign the Electronic Banking Terms and Conditions separately if the Customer wishes to utilise these services.
- 3.3 **Interest.** Interest rates can be changed by the Bank in its discretion, and notified (subject to notification and disclosure requirements required by Law) to the Customer.
- 3.4 **Statement of Accounts.** Account statements and/or confirmation advices in respect of Accounts shall be provided to the Customer or made accessible to the Customer free of charge four times per annum on request by the Customer. Fees may be charged in respect of each additional Statement of Account as disclosed by the Bank.
- 3.5 **Changes to Fees and Charges.** The Bank will provide the Customer with at least thirty (30) days' notice of any amendment to Fees or Charges payable by the Customer.

- 3.6 **Disclosure of Information.** The Bank acknowledges that, except where the disclosure is required by Law, the prior written consent of the Customer will be obtained by the Bank prior to the Bank disclosing any Customer Information in accordance with clause 9 of the General Banking Conditions.
- 3.7 **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 *Foreign Exchange Control Act 1963*, the *Foreign Exchange Control Regulations 1965* (as amended by the *Foreign Exchange Control (Amendment) Regulations 2000*), and the *Exchange Control Policy Guidelines for Banks and Authorised Restricted Foreign Exchange Dealers*, each as amended from time to time, together with any other obligation imposed under law.
- 3.8 **Information about Australia and New Zealand Banking Group Limited, Tonga Branch.** Australia and New Zealand Banking Group Limited ABN 11 005 357 522, incorporated in Australia, is licensed in Tonga as a branch of ANZ, and has its address at Taufa'ahau Road, Nuku'alofa, Tonga.