



## Terms and Conditions Governing ANZ MoneyLine Accounts

These terms and conditions are applicable to the ML Account that you have applied for, which includes any ML Facility, ML Card, ML Cheque, and/or ML Term Loan. Please read all terms and conditions carefully before you use your ML Account.

When you read these terms and conditions, bear in mind that "you", "your", and "customer" means the person in whose name the ML Account is maintained and includes authorised signatories, personal representatives, successors-in-title and permitted assigns. The words "we", "our", and "us" refers to Australia and New Zealand Banking Group Limited, Singapore Branch and its successors and assigns.

### 1. General Definitions

1.1 In these terms and conditions, unless the context otherwise requires:

**"Credit Limit"** means the maximum amount you are allowed to owe us on your ML Account 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.

**"Excess Sum"** means the sum or sums drawn from the ML Account in excess of the Credit Limit.

**"Minimum Payment Amount"** in relation to any Statement of Account means the minimum amount which you are required to pay by the Payment Due Date specified in that Statement of Account, and may include posted ML Term Loan Instalments, fees and interest charges, and revolving Outstanding Balances.

**"ML"** means ANZ MoneyLine.

**"ML Account"** means the account maintained with us in respect of the ML Facility and/or the ML Term Loan.

**"ML Card"** means the ATM card and/or debit card issued by us in respect of the ML Facility.

**"ML Cheque"** means a cheque drawn on the ML Facility.

**"ML Facility"** means the ML facility utilised by you under these terms and conditions.

**"ML Term Loan"** means the ML term loan drawn down by you under these terms and conditions.

**"ML Transaction"** means any type of transaction effected by using the ML Account (including the use of any ML Cheque or ML Card).

**"Outstanding Balance"** means the total sum you owe us at any given time on your ML Account under these terms and conditions including any amounts due and



payable by you under any ML Transaction, any Excess Sum and all interest, fees, charges, actual or contingent (whether or not exceeding the Credit Limit).

**"Payment Due Date"** means the date given on your Statement of Account 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 related subsidiary legislation related.

**"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.

**"Statement of Account"** means the monthly or periodic statement generated by us showing the amount due to us on the ML Account, and each Statement of Account may be on paper or may be constituted by data stored in any electronic medium or system, which may be transmitted through any electronic or technological system.

**"Statement Month"** in relation to any Statement of Account means one (1) month following the date of that Statement of Account.

## 2. Your ML Account

- 2.1 Your ML Account is subject to our ongoing review and we may in our reasonable discretion reduce, increase, cancel, suspend or otherwise vary the Credit Limit, or revise, restructure or convert the ML Account, ML Facility or ML Term Loan to such other facility type on such terms and conditions as may be determined by us.
- 2.2 It is your responsibility to exercise care and caution in relation to your ML Account. In particular, you agree to immediately report to us any lost or stolen ML Card or ML Cheque, or unauthorised use of your ML Account. Prior to the actual receipt of the report, we are entitled to debit your ML Account for the amount of the ML Transaction, notwithstanding that your ML Cheque has been fraudulently altered or your signature has been forged. We shall be entitled at our reasonable discretion to issue a replacement cheque book upon such terms and conditions as we may deem fit.

## 3. Conditions for the Availability of the ML Facility

- 3.1 We may in our discretion grant or continue to grant the ML Facility to you if the following conditions are fulfilled and continued to be fulfilled:

- (a) you have opened a ML Account with us and the ML Account remains open and active at all times;
- (b) you have provided all documents in form and substance acceptable to us and where applicable, such documents must be duly completed, executed, and legally enforceable;
- (c) you have furnished us with your specimen signatures which shall remain in full force and effect until we receive your written notice of amendment or revocation; and
- (d) all other conditions as we may require or impose have been fulfilled to our satisfaction.

#### **4. Credit Limit**

- 4.1 Your Credit Limit shall be such sum as we may approve and notify you from time to time subject to the prevailing legislation, rules, regulations or directives imposed or issued by the competent authorities. Your Outstanding Balance must not exceed your Credit Limit. If your Credit Limit is exceeded, whether with or without our prior consent, you must immediately pay us the Excess Sum without demand.
- 4.2 Notwithstanding any Credit Limit that may be approved or imposed, we may in our reasonable discretion and without prior notice to you authorise or approve any ML Transaction even though this would result in the Credit Limit being exceeded. We may also refuse to authorise or approve any ML Transaction even though the Credit Limit has not been and would not be exceeded if such ML Transaction had been effected.

#### **5. Access to Your ML Account**

- 5.1 You may use your ML Account by drawing on the ML Facility via ML Cheques or ML Cards, by drawing down a ML Term Loan, or utilising any products or services which we may make available to you from time to time.

#### **6. ML Cheques**

- 6.1 ML Cheques must be on the cheque form issued to you for your ML Account. We may refuse to honour any ML Cheque where in our opinion the signature differs from the specimen furnished to us. We may refuse to make a cash payment where the word "bearer" has been cancelled on the ML Cheque presented for payment. The conditions printed on the cheque book cover or notified by us from time to time are to be strictly observed.
- 6.2 We shall be entitled to debit your ML Account on which any ML Cheque is drawn for the amount paid by us thereon and we shall not in any way be liable to you for paying on any altered or forged ML Cheque or for debiting your ML Account for the amount paid thereon where we had no actual notice of such alteration or forgery. You shall be solely responsible for any damage or loss which may result from having the cheque book or any of its ML Cheques kept with any successor or third party.



- 6.3 Any alteration on an ML Cheque must be confirmed by the drawer's full signature. We may in our reasonable discretion dishonour, refuse or return ML Cheques.
- 6.4 ML Cheques shall not at any time be issued to pay any monies owing under the ML Account or these terms and conditions.
- 6.5 We will not be responsible if we prematurely honour a postdated ML Cheque.
- 6.6 Upon the closing of your ML Account, whether by you or us, all unused ML Cheques issued to you shall become our property and you shall immediately destroy or return the same to us.

## 7. ANZ MoneyLine Term Loan

- 7.1 Your draw down of a ML Term Loan is subject to the following:
  - (a) the loan amount must be in multiples of S\$100 and must not be less than the minimum amount determined by us from time to time ("**Loan Amount**");
  - (b) the Loan Amount can be transferred to your bank account, credit card, or line of credit held with other banks or financial institutions in Singapore. For avoidance of doubt, the Loan Amount cannot be transferred into any ANZ account;
  - (c) the Loan Amount must not exceed 95% of the available Credit Limit on your ML Account at the time of your request to draw down. Overlimit charges are applicable if your Loan Amount plus any other Outstanding Balance exceeds your Credit Limit;
  - (d) the Credit Limit on your ML Account is sufficient to block out the Loan Amount, interest amount and processing fee;
  - (e) you are obliged to continue to make payments to your designated credit cards or lines of credit until you have received our written confirmation that your account with such other bank or financial institution has been credited with the Loan Amount. We shall not be responsible for any overdue payment, charges, fees, or interest incurred thereby;
  - (f) you are not in breach of these terms and conditions; and
  - (g) our approval in our reasonable discretion, without the need to furnish any reason.
- 7.2 Upon your draw down of a ML Term Loan:
  - (a) you shall pay the approved Loan Amount and interest amount over such tenure and in such amounts as we may determine and approve from time to time ("**Instalments**");
  - (b) a non-refundable processing fee of such amount as we may determine from time to time shall be debited from your ML Account in full together with the first Instalment;
  - (c) your available Credit Limit will be reduced by an amount equivalent to the Loan Amount, interest amount and processing fee, but will be progressively restored by the amount of each Instalment as each monthly Instalment is paid and received; and
  - (d) you may not change the tenure of your ML Term Loan.

- 7.3 A non-refundable early pay-off fee may be imposed if your ML Term Loan is terminated (whether arising from the termination of your ML Account or otherwise) or if you make a prepayment of any amount under your ML Term Loan. Upon such termination or prepayment, all unpaid Instalments will then be debited from your ML Account and become immediately due and payable. The early pay-off fee will be payable regardless of subsequent revocation of any prepayment or your failure to make full repayment.
- 7.4 If you wish to make a prepayment before the expiry of your ML Term Loan tenure, please inform us in writing. Otherwise, Instalments will continue to be effected and you will continue to be liable for the amount due and payable.
- 7.5 Each Instalment shall be charged to your ML Account and the amount due and payable by the Payment Due Date will be reflected in your Statement of Account.
- 7.6 For avoidance of doubt, if you request a draw down of a ML Term Loan, you must continue to make all due and payable payments on your ML Account as stipulated in the Statements of Account by the relevant Payment Due Date. Payments made to your ML Account will not be refunded after you have drawn down your ML Term Loan.

## 8. Statement of Account

- 8.1 We will send a Statement of Account to you on a monthly or other periodic basis but may suspend doing so if your ML Account is inactive. The Statement of Account shall be conclusive evidence of the state of the ML Account between us. Any error or inaccuracy in any Statement of Account shall be notified in writing to us by such time or date as stipulated in such Statement of Account. Each Statement of Account shall constitute conclusive evidence as against you that every ML Transaction stated therein has been effected by you 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.
- 8.2 Our decision in respect of any discrepancies you notify us in writing shall be final. For avoidance of doubt, we shall be entitled at all times to correct any errors or omissions in any Statement of Account and to debit or credit the ML Account (as the case may be) for the relevant amounts following such correction.
- 8.3 When your Statement of Account is provided in an electronic format or medium, through an electronic or technological system ("**Electronic Statements**") you acknowledge and accept that:
- (a) the availability of the Electronic Statement on statement date as determined by us shall be deemed the date of delivery of your Statement of Account to you;
  - (b) you will view the Electronic Statement in a timely manner;



- (c) you may not be able to access and view your Electronic Statement due to system or network maintenance or otherwise due to causes beyond our control; and
- (d) you will be bound by the Terms and Conditions for Personal Internet Banking - Digital Banking.

## **9. Payment**

- 9.1 We may charge and debit your ML Account (a) the amount of every ML Transaction made or effected, whether by you or any other person (whether with or without your knowledge or authority), and (b) all Instalments under your ML Term Loans, and you shall be liable therefor.
- 9.2 You shall pay us the entire Outstanding Balance or at least, the Minimum Payment Amount specified in the Statement of Account by the Payment Due Date. If your Outstanding Balance exceeds your Credit Limit in any given month, you shall also pay the Excess Sum.
- 9.3 Payment by cheque should reach us by the Payment Due Date.
- 9.4 If the Minimum Payment Amount for the preceding month is overdue (whether in full or part), you shall pay the Minimum Payment Amount stipulated in the current month's Statement of Account to us immediately.
- 9.5 Any amount in your ML Account which is in excess of the Outstanding Balance may be refunded. Amounts not refunded will be reflected as a credit in your ML Account.
- 9.6 Any and all payments made or sent by you may be applied and appropriated by us in such manner and order to your ML Account with respect to such ML Transactions as we may select or determine notwithstanding any specific appropriation by you.
- 9.7 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.

## **10. Interest, Fees and Charges**

- 10.1 We may charge and debit your ML Account an interest or finance charge which accrues daily on a 365-day year basis, based on the number of days elapsed at a rate of 1.49% per month (17.88% per annum) or at such rates of interest as we may notify you from time to time:
  - (a) on every ML Transaction, from the date that ML Transaction was transacted until the next Statement of Account date or the earlier date when payment is credited to your ML Account;
  - (b) on every Instalment, from the Payment Due Date in respect of that Instalment until the next Statement of Account date or the earlier date when payment is credited to your ML Account;

- (c) where a partial payment has been made prior to the next Statement of Account date, on the remaining Outstanding Balance after deducting the partial payment, from the date the partial payment is credited to your ML Account until the next Statement of Account date; and/or
- (d) if a series of partial payments have been made, for each period from the date the first partial payment date is credited to your ML Account until the next partial payment date is credited to your ML Account or the next Statement of Account date, whichever is earlier, on the remaining Outstanding Balance after deducting the respective partial payments which have been credited to your ML Account. Interest shall accrue daily on the debit balances from the date the ML Transaction is transacted until the date when full payment of the Outstanding Balance is received by us.

Interest accrued under the ML Account will be capitalised and debited from the ML Account at the end of each Statement Month or on such other days in our discretion and thereafter interest shall continue to accrue at the rates provided herein on all amounts due and owing under the ML Account.

- 10.2 In relation to the ML Term Loan, the interest amount payable in relation to the Loan Amount, at such rate as we may determine from time to time, will be calculated based on a reducing balance basis, which means that the interest amount is calculated on the unbilled principal balance (and not on the original Loan Amount) that reduces with repayment of each loan Instalment. The monthly instalment amount is fixed but the principal and interest component varies.
- 10.3 If the Minimum Payment Amount or any other sums due hereunder is not paid on its respective Payment Due Date, interest at such rate as we may determine will be levied on the total Outstanding Balance from the date of first default until the date of actual payment on a day to day basis, as we may determine from time to time at our reasonable discretion. For avoidance of doubt, if you do not pay the entire Instalment due and payable in relation to the ML Term Loan by the Payment Due Date, you will be charged the current revolving interest rate on the unpaid billed Instalment due and payable under the ML Term Loan.
- 10.4 In relation to the above, if the Minimum Payment Amount is not made by its respective Payment Due Date, you will be in default. If such Minimum Payment Amount is still not received by the date of the next Statement of Account, we will adjust the interest rate applicable to the ML Account to 20.88% per annum. The prevailing interest rate will be reinstated once you no longer have two (2) or more defaults in the past six (6) months and this will take effect from the first working day following the date of the next Statement of Account after the Minimum Payment Amount is made in full.
- 10.5 A minimum interest charge and/or minimum payment amount as we may from time to time determine will be levied and debited from the ML Account if the ML Account has a debit balance at any time within a calendar month.



10.6 Interest and overlimit fees on the Excess Sum shall be at such rates and amounts as may be determined by us from time to time.

10.7 Interest is subject to compounding if the interest payable is not repaid in full.

10.8 In addition to the above, you shall also be responsible for the following non-refundable fees and charges:

- (a) annual fees in respect of each of the ML Facility;
- (b) a processing fee in respect of any ML Term Loan;
- (c) a processing fee if any ML Cheque is dishonoured;
- (d) a processing fee for any ML Cheque in respect of which you or your authorised signatory instructs us to stop payment;
- (e) an overlimit fee for any Excess Sum;
- (f) an early pay-off fee if any ML Term Loan is terminated or prepaid;
- (g) an administrative fee for replacement of any ML Card;
- (h) an administrative fee for any overseas ATM withdrawal;
- (i) an administrative fee for issuance of any cashier's order;
- (j) in addition to the interest payable, a late payment fee for each instance where the Minimum Payment Amount or any other sum due to us is not received by the Payment Due Date; and
- (k) such other fees or charges which may be prescribed and imposed from time to time:
  - (i) us;
  - (ii) any government agency, statutory board or authority in Singapore or elsewhere; or
  - (iii) any party involved in facilitating, processing or providing any services or facilities in connection with the ML Account, the ML Facility, any ML Term Loan, or these terms and conditions.

10.9 All interest, fees, and charges payable by you under these terms and conditions are payable before as well as after any judgment and will be calculated on a 365-day year.

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

10.11 Your liability for interest will still continue whether or not we give you a Statement of Account. If there is no Statement of Account, then for the purpose of calculating interest and the Payment Due Date we may select dates each month as the Statement of Account date and the Payment Due Date.

## **11. Joint and Several Liability**

11.1 Where your ML Account is a joint account with two (2) or more account holders, the following shall be binding on each and every account holder:



- (a) all representations and warranties herein on the part of the customer shall be deemed to be made by all of the account holders jointly and severally;
- (b) all covenants, agreements, terms, conditions, provisions, restrictions or obligations shall be deemed to be made by and binding on and applicable to all account holders jointly and each of you severally and shall also be binding on and applicable to your respective authorised signatories, personal representatives, successors-in-title and permitted assigns accordingly;
- (c) the liabilities and obligations owing to us by each account holder shall not be prejudiced or affected in any way by any dispute or counterclaim or right of set-off which any account holder may have against any one or more of the other account holders; each account holder shall be jointly and severally responsible and liable to us for all monies owing to and liabilities incurred by us;
- (d) the liability and obligation of each account holder to us is separate and any invalidity, enforceability, discharge or waiver of the liability of any account holder shall not discharge nor in any way diminish the liability of the other account holders (or any one of them);
- (e) all notices and communications sent or given by us to any of the account holders shall be deemed to be sent or given to all the account holders; and
- (f) the joint ML Account may be terminated in accordance with these terms and conditions.

## **12. Privacy and Disclosures**

- 12.1 When you deal with us, we may collect, use, disclose, or process your personal data, including details about you, your transactions (including but not limited to ML Transactions), your financial condition, your relationship with us, ML, your ML Account, ML Facility, ML Term Loan, services, facilities, and accounts for the Purposes described below.
- 12.2 Further, from time to time, it may be necessary for you to supply us with your personal data in connection with the establishment or provision of ML, your ML Facility or ML Term Loan, the opening or continuation of the ML Account, or for us to comply with any and all applicable laws or guidelines issued by governmental or regulatory authorities.
- 12.3 Your failure to supply certain personal data to us (or if we are not permitted to process his personal data), may or would result in us being unable to provide the ML Facility or ML Term Loan, or open or continue your ML Account.
- 12.4 You hereby agree and consent that we, our employees and agents, may collect, use, disclose or process your personal data for the following purposes:
- (a) considering whether to provide you with the ML Facility, ML Card, ML Cheque, ML Term Loan, or ML Account, that you applied for;
  - (b) opening, processing, administering, managing or maintaining ML, your ML Facility, ML Card, ML Cheque, ML Term Loan, or ML Account, which includes but is not limited to storing, hosting, backing up (including putting in place disaster recovery measures) your personal data;

- (c) operation of ML, your ML Facility, ML Card, ML Cheque, ML Term Loan, or ML Account;
- (d) administering or managing ML, your ML Facility, ML Card, ML Cheque, ML Term Loan, ML Account, or other 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 ML, your ML Facility, ML Card, ML Cheque, ML Term Loan, or ML Account (or 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, and you agree that the Bank may carry out data analytics or analysis for this purpose set out in this subclause;
- (h) conducting credit checks 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 ML, your ML Facility, ML Card, ML Cheque, ML Term Loan, ML Account, or any other matter arising from the your 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 or assess the suitability of ML, your ML Facility, ML Card, ML Cheque, ML Term Loan, or ML 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 or documents, via any communication to your postal or email addresses, or via electronic messages, SMSes, voice calls 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) ML ("**ML Marketing Purpose**"); or
  - (ii) any other products or services provided, promoted or marketed by us or third party merchants with whom we have collaborated and which are not regarding ML ("**Non-ML Marketing Purpose**"), where you have separately provided consent to us in relation thereto, (the ML Marketing Purpose and the Non-ML Marketing Purpose shall be collectively referred to as the "**Marketing Purpose**"); and/or
- (s) security or verification and in this regard we may put in place measures such as closed-circuit television (CCTV) systems on our premises, which may capture your image and speech, or making audio recordings of your instructions or conversations over the telephone or during face to face communications with our staff,

(collectively, the "**Purposes**").

12.5 In carrying out any Purpose including the ML Marketing Purpose (and if you had provided consent separately to us to carry out the Non-ML Marketing Purpose then the Non-ML 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 such Purpose. 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 and are permitted to disclose your personal data to the following third parties (whether located within or outside Singapore) for any Purpose and the Marketing Purpose and for the said third parties to subsequently process your personal data for any Purpose and the Marketing Purpose:

- (a) our head office, subsidiaries, associated or affiliated companies, branches 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; and
  - (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.

12.6 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 12.3. above, depending on the circumstances and the nature and extent of your withdrawal, your withdrawal of consent may mean our inability to provide you with the ML Facility, ML Card, ML Cheque, ML Term Loan, or the ML Account, and hence may result in the termination of your ML Facility, ML Card, ML Cheque, ML Term Loan, or ML Account or other consequences of a legal nature which may arise by virtue of your legal relationship with us.

12.7 Without prejudice to the generality of the foregoing, you hereby consent and authorise us to at any time disclose your personal data including but not limited to any information relating to your particulars, assets and financial affairs, your ML Facility, ML Card, ML Cheque, ML Term Loan, or ML Account, whether held alone, jointly or jointly with any other persons, for any Purpose, to such parties as we may in our reasonable discretion deem fit, including but not limited to:

- (a) our branches, subsidiaries, associated or affiliated companies or head office (each a "**Permitted Party**");
- (b) solicitors or accountants acting for us, insurers, any governmental agency or department or any relevant authority (whether in Singapore or elsewhere);
- (c) any person pursuant to subpoena or other court process or to the extent required in connection with any litigation involving you or us, agents, contractors or any third party service providers and goods suppliers or such other persons that may have entered into contractual relations with you or us with regards to your ML Facility, ML Card, ML Cheque, ML Term Loan, or ML Account;
- (d) any person authorised by you to operate the ML Account;
- (e) any merchant, bank or financial institution;
- (f) any credit bureau or its compliance committee and for such credit bureau 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;
- (g) 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;
- (h) any party involved in facilitating, processing or providing any services or facilities in connection with your ML Facility, ML Card, ML Cheque, ML Term Loan, ML Account, or these terms and conditions;



- (i) any person or entity for the purpose of collecting or recovering on our behalf, or securing for your benefit or repaying on your behalf, any sums of money owing to us from you;
- (j) any party who sees any envelopes or communication materials bearing our name or logo sent by us to you;
- (k) any person who we in good faith believe to be entitled to the Grant of Probate or Letters of Administration, your executor or administrator, or his/her representatives and legal advisers;
- (l) any party who is involved in the marketing or promotion of benefits, services or facilities in connection with your ML Facility, ML Card, ML Cheque, ML Term Loan, or ML Account;
- (m) any dispute resolution centre who is investigating, dealing, adjudicating or mediating any complaint, query, dispute or claim relating to your ML Facility, ML Card, ML Cheque, ML Term Loan, ML Account, or these terms and conditions;
- (n) any person as we may consider necessary or appropriate in the protection or furtherance of our interest or for the purpose of collecting or recovering any and all monies due to us from you;
- (o) any potential transferee or assignee of our interest herein; and
- (p) any other party to whom we consider it necessary to make such disclosure for any Purpose.

The authorisations given herein shall survive the termination of the ML Account or these terms and conditions.

12.8 These provisions are intended to facilitate (a) the provision of services, benefits and facilities in connection with ML, your ML Facility, ML Card, ML Cheque, ML Term Loan, or ML Account, and (b) 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.

12.9 This Clause is not, and shall not be deemed to constitute, an express or implied agreement by us with you for a higher degree of confidentiality than that prescribed in Section 47 of and the Third Schedule to the Banking Act.

12.10 Without limiting the generality of the foregoing, for the purpose of assessing your creditworthiness and any Purpose, 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 the credit bureau's members or subscribers or compliance committees.

Our authority, and the credit bureau's authority, to disclose such information shall survive the termination of your ML Account.

12.11 You agree that where your written permission is required by law or otherwise for any such disclosure by us, the signing of any ML application form, the usage of the ML Facility, ML Term Loan, ML Card or ML Cheque, as well as in any other manner



permitted by law shall constitute and be deemed to be sufficient written permission for such disclosure.

12.12 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 right.

12.13 Information regarding our data protection officer is available at [www.anz.com.sg](http://www.anz.com.sg) and in our branches.

### **13. Suspension and Termination**

13.1 We may in our reasonable discretion suspend or terminate ML, your ML Facility, ML Card, ML Cheque, ML Term Loan, or the ML Account at any time without liability and without giving any reason therefor. All monies owing to us under the ML Account, ML Facility, ML Term Loan, ML Transactions, and these terms and conditions with any interest payable on such amounts shall immediately become due and payable to us. We further reserve the right to terminate your ML Facility, ML Card, ML Cheque, ML Term Loan, or ML Account immediately if you fail to provide us with any information we may request under these terms and conditions, or if required by law, a regulatory body, revenue authority or government agency (whether local or foreign).

13.2 You may initiate termination of your ML Account by:

- (a) giving us written notice of such termination; and
- (b) paying all monies owing under your ML Account and these terms and conditions together with any interest payable on such amounts.

Unless and until we have received all of the items mentioned in subclauses (a) and (b) above, we shall be entitled in our reasonable discretion to honour or dishonour any ML Cheque drawn by you or to allow or refuse any ML Transaction.

13.3 In the event your ML Facility is not utilised for a continuous period of six (6) months or if your whereabouts are unknown to us for a continuous period of six (6) months, your ML Facility may be terminated and your ML Account may be closed at our reasonable discretion whereupon all monies owing to us under your ML Account, ML Facility, ML Term Loan, and these terms and conditions with any interest payable on such amounts shall immediately become due and payable to us.

13.4 Upon the termination of your ML Account for whatever reason, you shall write to us and cut the ML Card in pieces and destroy or return any unused ML Cheques and notwithstanding such termination, any use of the ML Card or ML Cheque (whether or not by you) before it is returned to us shall be deemed to be used by you and you shall be liable to pay the Outstanding Balance on the ML Account in full forthwith, including such ML Transactions then incurred but not yet debited to the ML Account. Your obligations under these terms and conditions will continue



despite the termination of your ML Account, and shall only be discharged upon payment of all outstanding amounts under the ML Facility in full.

- 13.5 We will not refund the annual fee or any other fees if your ML Account, ML Facility or ML Term Loan 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, such issuance of a cashier's order shall be subject to an administrative fee.

#### **14. Right of Set Off**

14.1 In addition to any other rights which we may have under these terms and conditions, at law or in equity, we shall be entitled (but shall not be obliged) at any time at our discretion and without notice to you combine, consolidate, merge or apply any credit balance in any of your accounts, or any amount available to us by way of set-off, lien or counterclaim, towards payment of money which is then, or will become, due and payable by you to us in connection with the indemnity set out in these terms and conditions or any other sums due to us under the ML Facility, the ML Term Loan, and these terms and conditions, and we are authorised to effect any necessary conversion at our own prevailing rate of exchange.

14.2 Our rights under this Clause shall not be affected in any way by your death, insanity or other legal incapacity.

#### **15. Liability and Indemnity**

15.1 We shall not be liable to you in any way:

- (a) for any delay or if we cannot carry out our responsibilities under these terms and conditions 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;
- (b) if any establishment refuses to accept the ML Card or ML Cheque for any reason;
- (c) for any injury to your credit, character and reputation if a ML Transaction cannot be effected;
- (d) should your ML Card be rejected by a merchant or any terminal used to process ML Transactions or if we refuse for any reason to authorise any ML Transaction;
- (e) for any malfunction, defect or error in any terminal used to process ML 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;
- (f) for any damage to or loss or inability to retrieve any data or information that may be stored in your ML Card or any microchip or circuit or device in your ML Card or the corruption of any such data or information, howsoever caused;
- (g) (i) for any loss, theft, use or misuse of your ML Card or any ML Cheque or any breach of these terms and conditions; (ii) for any fraud or forgery



- perpetrated on us or any merchant; or (iii) for any injury to your credit, character and reputation in relation to our repossession or our request for the return of your ML Card or any ML Cheque or your use of your ML Card or any ML Cheque;
- (h) for the interception by or disclosure to any person (whether unlawful or otherwise) of any data or information relating to you, any ML Transaction or your ML Account transmitted through or stored in any electronic system or medium, howsoever caused; or
  - (i) for any delay, inability or failure by us to perform any of our obligations under or pursuant to these terms and conditions caused or contributed in any way by any one or more of the events or occurrences set out in this Clause.

15.2 You shall hold harmless and indemnify and keep us indemnified from and against:

- (a) all liabilities, losses, damages of any kind, costs (including legal costs), claims, charges and expenses whatsoever which we may suffer or incur as a consequence of or in connection with ML, your ML Facility, ML Card, ML Cheque, ML Term Loan, ML Account, or these terms and conditions, the actual or attempted enforcement, protection or preservation of our rights and remedies against you or any change in any law, regulation or directive affecting the ML, your ML Facility, ML Card, ML Cheque, ML Term Loan, ML Account, or these terms and conditions; and
- (b) all liabilities, losses, damages of any kind, costs (including legal costs), claims, charges and expenses which we may suffer or incur as a consequence of our grant of your the ML Facility, ML Card, ML Cheque, ML Term Loan, or ML Account, and all actions, suits, proceedings, claims, demands whatsoever made or preferred against us in relation to or arising out of or in connection with the ML, your ML Facility, ML Card, ML Cheque, ML Term Loan, ML Account, or these terms and conditions.

## **16. Goods and Services Tax**

16.1 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 these terms and conditions. We may debit the amount of such tax from your ML Account.

## **17. Other Terms and Conditions**

17.1 You agree to be bound by the Terms and Conditions for ANZ Bank Account, Terms and Conditions for ANZ Debit Card, Terms and Conditions for 24-Hour Banking, Terms and Conditions for Personal Internet Banking – Digital Banking, and the terms and conditions for any services made available by us from time to time. You acknowledge that such terms and conditions may be amended by us from time to time and the latest versions thereof are available for your reference at any of our branches and on our website ([www.anz.com.sg](http://www.anz.com.sg)).

17.2 In the event of any inconsistency between the Terms and Conditions for ANZ Bank Account, Terms and Conditions for ANZ Debit Card, Terms and Conditions for 24-Hour Banking, Terms and Conditions for Personal Internet Banking – Digital Banking, and the terms and conditions for any services made available by us from





time to time and these terms and conditions, these conditions (as may be amended or supplemented from time to time) shall prevail insofar as they apply to ML.

## **18. Amendments to Terms and Conditions**

18.1 We may at any time at our reasonable discretion and upon written notice to you, change any one or more of these terms and conditions. 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 ML Account and instruct us to terminate the ML Account in accordance with these terms and conditions. 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.

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

18.3 We may notify you of any changes to these terms and conditions by:

- (a) publishing such changes in your Statements of Account;
- (b) displaying such changes at our branches or automated teller machines;
- (c) posting such changes on our website;
- (d) ordinary post or electronic means;
- (e) publishing such changes in any newspapers; or
- (f) such other reasonable means of communication as we may determine.

## **19. Communications from Us**

19.1 Any ML Card (whether issued pursuant to an application or a renewal or replacement ML Card), ML Cheque, cheque book, Statement of Account, and correspondence under these terms and conditions may be sent by personal delivery, ordinary post, electronic means or facsimile transmission to you or 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 or published in such manner as we may reasonably select.

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

- (a) on the date of delivery if delivered by hand;
- (b) on the date of transmission if sent by facsimile transmission, electronic mail or through the internet;
- (c) on the date immediately after the date of posting if sent by post; or
- (d) on the date of publication if published; notwithstanding that it is not received by you or returned undelivered.

- 19.3 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.
- 19.4 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 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 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.
- 19.5 We may serve any writ of summons, statement of claim or other legal process or document in respect of any action or proceedings under these terms and conditions required by any relevant law or the rules of court to be served on you by personal service, by leaving the same at, 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.
- 19.6 Such legal process or document is deemed to have been duly served on you:
- (a) on the date of delivery, if sent by hand; and
  - (b) on the date immediately after the date of posting, if sent by post; notwithstanding that it is not received by you or returned undelivered.
- 19.7 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 these terms and conditions shall affect our right to serve legal process in any other manner permitted by law.

## **20. Communications from You**

- 20.1 Any request of or 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 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



us 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.

- 20.2 You must provide us with written notice of any change in your particulars.
- 20.3 We may elect not to act upon your instructions where it results in the total amount of orders exceeding the Credit Limit or the amount of facilities available to you, but if we do so, we may elect which of such orders to execute in whole or in part.
- 20.4 If there is any ambiguity, inconsistency or conflict in the instructions we receive from you or the authorised signatories of the ML Account, we may choose not to act upon them unless and until the ambiguity, inconsistency or conflict has been resolved to our satisfaction or we may choose to act, in the case of instructions from the authorised signatories of the ML Account only on the instructions of all such authorised signatories notwithstanding that your relevant mandate or instructions require otherwise.

## **21. Indulgence not Waiver**

- 21.1 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 these terms and conditions on your part is to be considered a waiver of any subsequent breach of the same or any provision of these terms and conditions. We shall be considered to have waived our rights only if we specifically notify you of such a waiver in writing.

## **22. Compliance with Laws**

- 22.1 Notwithstanding any other provision in these terms and conditions 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.
- 22.2 You 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.
- 22.3 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.
- 22.4 You agree to exercise your rights and perform your obligations under these terms and conditions 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.



22.5 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.

22.6 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.

### **23. Assignment of Rights**

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

### **24. Miscellaneous**

24.1 Our decisions on all matters relating to ML or these terms and conditions are final, conclusive and binding and no correspondence will be entertained. We shall not be obliged to give any reason for any of our decisions.

24.2 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 ML Account. 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 Statement of Account. 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 your ML Account.

24.3 A person who is not a party to these terms and conditions shall have no right under the Contract (rights of Third Parties) Act (Cap. 53B) of Singapore to enforce any of these terms and conditions. Notwithstanding any of these terms and conditions, the consent of any third party is not required to vary, release or compromise any liability or terminate any of these terms and conditions.

### **25. Governing Law**

25.1 These terms and conditions shall be governed by the laws of Singapore, and you irrevocably submit to the non-exclusive jurisdiction of the Singapore Courts.