

**ANZ CONSUMER
LENDING PRODUCTS**
KOE TOHI NO KONISIUMA
'AE ANZ

TERMS AND CONDITIONS | 04.18
TONGA EDITION

NGAAHI MAKATU'UNGA | 04.18
LILIU FAKATONGA



INTRODUCTION TALATEU

REFERENCES TO ANZ

NGAAHI TOHI FAKAONGOONGOLELEI KI HE ANZ

In these Terms and Conditions, 'we', 'us', 'our' and 'ANZ' refers to Australia and New Zealand Banking Group Limited ABN 11 0005 357 522.

'I he ngaahi Makatu'unga, 'komautolu', 'ko kitaua', 'ko 'etau' moe 'ANZ'oku lave ia ki he Australia and New Zealand Banking Group Limited ABN 11 0005 357 522.

READ YOUR PRODUCT TERMS AND CONDITIONS

LAU HO'O NGAARI MAKATU'UNGA KUO FA'U

You should read all relevant terms and conditions material that is provided to you and ask ANZ about any issues that concern you.

'Oku tonu keke lau kotoa e ngaahi makatu'unga mo ha fa'ahinga me'a kuo 'oatu kia koe pea 'eke ki he ANZ ki ha fa'ahinga me'a 'oku ke loto hoha'a kiai.

This document does not contain all the precontractual information required to be given to you. The rest of the information is contained in your Letter of Offer.

Ko e 'u pepa ni 'oku 'ikai ke 'iai e kotoa e 'u fakamatala aleapau kimu'a na'e fiema'u ke 'oatu kia koe. Koe toenga e ngaahi fakamatala 'oku 'i loto 'i ho'o Tohi Tali 'oe No.

Your Letter of Offer describes the annual percentage rate, repayments and credit fees and charges that apply to your loan or facility. When you accept the offer of credit from ANZ in your Letter of Offer, you agree to pay the annual percentage rate (interest) on the amount of credit provided by ANZ and to pay the credit fees and charges and to make the repayments described in your Letter of Offer (but subject to change as described in this booklet and in your Letter of Offer).

Ko ho’o Tohi Tali’o e No’oku ne fakamatala’i e totongi peseti fakata’u, totongi no mo e totongi kuletiti mo e ngaahi totongi fakahoko ngaue’e kaunga ki ho’o No. Ko e taimi teke tali ai e tali’oe kuletiti mei he ANZ i ho’o Tohi Tali’o e No, ’oku ke loto ke totongi e totongi peseti fakata’u (tupu) i he mahu’inga’oe kuletiti’oku’oatu he’e ANZ pea ke totongi e totongi kuletiti moe ngaahi totongi fakahoko ngaue, pea ke fai e’u totongi no’oku fakamatala’i i ho’o Tohi Tali’o e No (ka’oku fakataumu’a ke liliu’ aia’oku fakamatala’i i he ki’i tohi ni pehee ki ho’o Tohi Tali’o e No).

If you accept the offer of credit made to you, the contract will be made up of (collectively, the “Agreement”):

Kapau teke tali’a e tali’o e kuletiti na’e fai atu, ko e aleapau kuopau ke fai’aki (fakataha, mo e “aleapau”):

- the terms in your Letter of Offer; ngaahi makatu’unga i ho’o Tohi Tali’o e No;
- these ANZ Consumer Lending Terms and Conditions (“Terms and Conditions”); and ko e Tohi fakahinohino’a e ANZ fekau’aki mo e No mo hono Ngaahi Makatu’unga; moe (“Ngaahi Makatu’unga”); moe
- any special conditions accompanying your Letter of Offer or otherwise agreed in writing by you and ANZ to be “Special Conditions”; mo ha toe ngaahi makatu’unga makehe’e’oatu fakataha mo ho’o Tohi Tali’o e No pe tuku kehe kapau na’e felotoi i ha faitohi’a koe mo e ANZ ke hoko ko e Ngaahi Makatu’unga”;

as may be varied, amended and supplemented from time to time.

’aia’e malava ke liliu, monomono pe fakalahi mei he taimi ki he taimi.

HOW TO USE THIS BOOKLET ANGA HONO NGAUE’AKI E KI’I TOHI NI

Below you will see the list of products and services that these Terms and Conditions cover and over the page are detailed contents, including page references.

’I lalo, teke lava’o vakai ki he fakahokohoko’emau ngaahi me’a kuo fa’u mo’emau ngaahi ngaue’ aia ko e Ngaahi Makatu’unga’oku ne kapui, pea i he tafa’aki’e taha’o e peesi, ko e’u fakaikiiki e kakano’o e tohi, fakakau ai e ngaahi tu’u’anga e ngaahi peesi.

This booklet outlines areas such as opening and using ANZ accounts, specific product terms and conditions and how to contact us (at the back of this booklet).

Ko e ki’i tohi ni’oku ne fakamahino mai e ngaahi’elia hange ko e fakaava mo hono ngaue’aki e ngaahi’akauni ANZ, fa’ahinga fua e ngaahi makatu’unga mo e anga e fetu’utaki mo kimautilo (’i mui’i he ki’i tohi ni).

GENERAL ENQUIRIES NGAAHI FAKA’EKE’EKE LALAH

If you have any general enquiries about this booklet, or the terms and conditions contained within it, or simply need more information about any ANZ account, please ask at any ANZ branch or phone our Customer Service Centre on (676) 20 500 Monday to Friday from 9:00 am to 4:00 pm (excluding public holidays).

Kapau’oku’iai ha’o ngaahi faka’eke’eke lalahi fekau’aki mo e ki’i tohi ni, pe ko e ngaahi makatu’unga’oku’i loto ai, pe koha toe fiema’u ha ngaahi fakamatala fekau’aki mo ha toe’akauni ANZ, kataki kole’i ha fa’ahinga va’a pe’o e ANZ pe telefoni ki he’emau senita Talitali Kakai he (676) 20 500, Monite ki he Falaite mei he 9:00 pongipongi ki he 4:00 efiafi (’ikai fakakau ai e ngaahi’aho maloloo fakapule’anga).

This booklet contains terms and conditions for the following consumer lending products:

Ko e ki’i tohi ni’oku’iai e ngaahi makatu’unga ki he ngaahi tohi no’a e ANZ.

- Home Loans
No’Api
Fakahu Fakataumu’a ki he’Api
- Personal Loan Residential Investment Property Loans
No Fakahu Fakataumu’a ki he’Api Nofa’anga
- Investment Home Loans
No fakafo’ituitui
- Personal Overdrafts.
Lahi’o e Pa’anga Huatu he Pa’anga Humai fakafo’ituitui.

These Terms and Conditions are in Tongan and English. The Tongan provisions of these Terms and Conditions are for reference only and shall be treated as a translation of the Terms and Conditions. In the event of any inconsistency between the Tongan and English provisions of these Terms and Conditions, the English provisions of these Terms and Conditions shall apply and prevail.

Ko e ngaahi Makatu'unga oku 'i he lea faka Tonga moe faka Pilitania. Ko e ngaahi Kupu faka Tonga 'o e Ngaahi Makatu'unga ko e fakatatau pea pea 'e ngaue'aki ko e liliu lea 'o e Ngaahi Makatu'unga. 'I ha hoko ha fa'ahinga fetokehekehe'aki 'i he vaha'a 'o e ngaahi kupu 'i hono liliu faka Tonga mo e faka Pilitania 'o e Ngaahi Makatu'unga, ko e kupu faka Pilitania 'o e Ngaahi Makatu'unga 'e ngaue'aki pea 'e pule.

With the exception of the above paragraph, these Terms and Conditions are the same as the ANZ Consumer Lending Products Terms and Conditions dated September 2013.

Mo ha me'a 'oku ngali kehe mei hono anga totonu 'o e palakalafi 'i 'olunga, Ngaahi Makatu'unga koeni 'oku tatau moe Ngaahi Makatu'unga 'i he No Konisiuma 'a e ANZ na'e faka'aho 'i Sepitema 2013.

It is important that you read and understand the above mentioned documents. If you do not understand, or are unsure about any aspect of these documents, do not hesitate to ask us to clarify the matter for you.

'Oku mahu'inga keke lau mo mahino'i e ngaahi pepa ngaue 'oku lave kiai i 'olunga. Kapau 'oku 'ikai keke mahino'i pe 'oku 'ikai keke fakapapau'i ha fa'ahinga tafa'aki he ngaahi pepa ngaue koeni, 'oua teke veiveiua keke 'eke mai ke fakamahino e me'a kuo hoko kia koe.

When you are reading these ANZ Consumer Lending Products Terms and Conditions, keep in mind that some terms have a special meaning which is explained under Section 1 of this document.

'Ihe taimi 'oku ke lau ai e ngaahi Tohi No 'ae ANZ mo hono ngaahi Makatu'unga, tuku ho'o fakakaukau koe ngaahi makatu'unga 'oku 'iai hono 'uhinga makehe 'aia 'oku fakamatala'i he malumalu 'oe Konga 1 'oe pepa ni.

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SECTION 1: GENERAL CONDITIONS

KONGA 1: NGAAHI MAKATU'UNGA LALAH

1.1 DEFINITIONS NGAAHI 'UHINGA

The following definitions apply unless otherwise stated:

Ko e ngaahi 'uhinga koeni 'e ngaue'aki ka 'okapau na'e fakahaa'i:

- **'Acceptance Period'** means the period described as such in your Letter of Offer.

'Taimi Tali 'o e No' 'oku 'uhinga ki he taimi 'oku fakahaa'i 'i he Tohi Tali 'o e No.

- **'accrued interest'** means interest which ANZ is entitled to charge, but that has not yet been debited to your account.

'lahi 'o e tupu' 'oku 'uhinga ki he tupu 'aia 'oku mafai e ANZ ke 'oatu, ka 'oku te'eki ke to'o mei ho'o'akauni.

- **'Agreement', 'contract' or 'credit contract'** means your Letter of Offer, these Terms and Conditions, and any special conditions accompanying your Letter of Offer or otherwise agreed in writing by you and ANZ, or as incorporated pursuant to the Terms and Conditions.

'Aleapau, 'tohi aleapau' pe' tohi aleapau kuletiti' 'oku 'uhinga ki he Tohi Tali 'o e No, ko e Ngaahi Makatu'unga, mo ha toe makatu'unga makehe 'oku 'oatu fakataha mo e Tohi Tali 'o e No pe 'okapau na'e felotoi 'i ha faitohi 'a koe moe ANZ, pe ko e fakataha'i fakataha ki he Ngaahi Makatu'unga.

- **'annual percentage rate'** means the interest rate/s applicable to your loan or facility, as set out in your covering Letter of Offer (but subject to change as described in your Letter and these Terms and Conditions).

'totongi peseti fakata'u' 'oku 'uhinga ko e totongi tupu kau ki ho'o no, 'aia 'oku ha atu he tohi 'oku ne fakamatala'i e Tohi Tali 'oe No (ka 'oku fakataumu'a ke liliu 'aia 'oku ha pe 'i ho'o Tohi pea moe Ngaahi Makatu'unga ni.

- **'ANZ Group member'** means ANZ and each of its branches, representative offices, regional offices, subsidiaries, affiliates, related entities, employees, officers and agents, in any country.

'ANZ Group member' 'oku'uhinga ki he ANZ mo hono ngaahi va'a, ngaahi 'ofisi fakafongonga, ngaahi 'ofisi fakafeitu'u, ngaahi tokoni, ngaahi fekau'aki, ngaahi me'a felave'i, kau ngaue, kau 'ofisa mo e kau fakafongonga, 'i ha fa'ahinga fonua.

- **'business day'** means any day from Monday to Friday (excluding public holidays), on which ANZ is open for business in at least one of its branch locations in Tonga.
"aho ngaue" 'oku'uhinga ki ha fa'ahinga 'aho mei he Monite ki he Falaite ('ikai kau ai e 'aho maloloo fakapule'anga), 'aia 'oku ava ai e ANZ ki he ngaue 'i ha taha pe 'o hono ngaahi tu'u'anga va'a 'i Tonga.
- **'date of advance'** means, for full sum advance loans, the date all or any of the loan is first advanced. For progressively drawn loans, it means the date on which any part of the loan is first advanced.
"aho 'oku tuku atu ai e pa'anga" 'oku'uhinga, ki he mahu'inga fakakatoa 'oe pa'anga no, ko e 'aho 'oku toho kotoa ai, pe ko ha konga 'o e no 'oku fuofua tuku atu.
- **'date of disclosure'** means the date of disclosure specified in your Letter of Offer.
"aho 'oku fakaha ai" 'oku'uhinga koe 'aho 'oku fakaha atu ai 'aia 'oku ha atu 'i he Tohi Tali 'o e No.
- **'disruption to service'** means that a service is temporarily unavailable, or that a system or equipment fails to function in a normal or satisfactory manner.
'maumau ki he ngaue' 'oku'uhinga ko ha ngaue 'oku 'ikai faingamalie fakataimi, pe ko ha ngaahi me'a 'oku ngaue fakataha pe ko ha me'angaue 'oku 'ikai lelei 'i he anga maheni pe 'i ha anga fakafiemale.
- **'event of default'** is defined in Section 1.11 of these Terms and Conditions.
'hoko ha fa'ahinga me'a pe liliu lahi' 'oku faka'uhinga'i he Konga 1.11 'oe Ngaahi Makatu'unga.

- **'Guarantor'** means a person (other than you) who has agreed to be responsible for the payment of any loan or facility provided to you and/or any person who has given, gives or is to give a security for the purpose of securing any loan or facility provided to you and includes that person's executors, administrators, successors and transferees.

'Kaunga Malu'i No' 'oku'uhinga ko ha taha (taha kehe meia koe) 'aia kuo loto ke ne fatongia'aki hono totongi 'o ha fa'ahinga no 'oku'batu kia koe moe/pe fa'ahinga taha kuo 'oange, 'batu pe 'e 'oange ha malu'i 'o faka taumu'a ki he malu'i ha fa'ahinga no 'oku'batu kia koe pea fakakau mo e ngaahi fakamafai 'a e tokotaha koia, kau pule, kau fetongi mo e kau fetuku.

- **'interest only Period'** means the period described as such in your Letter of Offer.
'ko e fo'i vaha'a taimi 'o e tupu' 'oku'uhinga ko e vaha'a taimi 'oku faka'uhinga'i 'i ho'o Tohi Tali 'o e No.
- **'Late Payment Fee'** means the fee (referred to in Section 1.43 of these Terms and Conditions and described as such in ANZ's Fees and Charges booklet).
- **'Totongi Tomui'** 'oku'uhinga ki he totongi (fakatatau ki he Konga 1.43 'o e Ngaahi Makatu'unga pea faka'uhinga'i 'i he ki'i tohi Totongi moe Totongi Hilifaki 'a e ANZ).
- **'law'** means any law, legislation, regulation, proclamation, ordinance, by-law, rule, instrument, official directive, ruling, order or notice of any court or government body, circular, code of practice, code of conduct, prudential requirement or licensing requirement, in any country.
'lao' 'oku'uhinga ki ha fa'ahinga lao, fa'u lao, tu'utu'uni, fanongonongo, tu'utu'uni, he'e lao, pule'i, me'a ngaue, fakahinohino faka'ofisiale, pule, fekau pe fanongonongo 'oha fa'ahinga fale hopo pe sino fakapule'anga, takai, ngaahi lao fakaangaanga, ngaahi lao pule, fiema'u fakamalu'i pe fiema'u 'ae laiseni, 'iha fa'ahinga fonua.
- **'Letter of offer'** means the letter of offer provided by ANZ and accepted by you, which covers your loan or facility.
'Tohi Tali 'oe No' 'oku'uhinga ko e Tohi Tali 'oe No 'oku'outu he'e ANZ pea na'a ke tali, 'aia 'oku ne kapui ho'o no.
- **'loan'** and **'facility'** means an ANZ Housing Loan, Fully Drawn Advance, Personal Loan, or such other loan or facility provided by ANZ, the terms of which are described in your Letter of Offer.

- **'No'** oku uHINGA ko e No Fale 'a e ANZ, koe Toho kotoa e pa'anga, No Fakafo'ituitui, pe koha toe no 'oku 'oatu he'e ANZ, Ko e Ngaahi Makatu'unga 'aia'oku faka'uhinga'i ho' Tohi Tali 'oe No.
- **'material adverse change'** is defined in Section 1.11 of these Terms and Conditions.
'liliu lahi' oku faka'uhinga'i he Konga 1.11 'o e Ngaahi Makatu'unga.
- **'PIN'** means personal identification number and includes an action number.
'Fika Fakapulipuli' oku uHINGA ko e fika fakapapu'i fakafo'ituitui pea fakakau moe fika ngaue.
- **'PPs'** means personal property securities or secured transactions legislation.
'PPs' oku uHINGA ki he malu'i e fehu'aki ekoloa taautaha a'anga lesisita.
- **'scheduled balance'** means the loan balance that your loan would have had, if you only ever paid the minimum repayments as they fell due on your loan.
'palanisi fakatepile' oku uHINGA ki he palanisi 'ete no ne mei 'iai, kapau pe na'a ke 'osi totongi 'a e ngaahi totongi no si'isi'i taha' i he'enua to he 'aho koia na'e totonu ke totongi ai ho'o no.
- **'security'** means any:
'malu'i' oku uHINGA ki ha:
 - (a) security for the payment of money or performance of obligations, including a mortgage, charge, lien, pledge, trust or title retention or flawed deposit arrangement and includes a security interest under the PPSA; or malu'i ki he totongi 'o e pa'anga pe fakahoko 'o e ngaahi fatongia, fakakau ai 'a e mokisi, totongi hilifaki, mafai fakalao, tukupa, talasiti pe pukepuke e lakanga pe ngaahi fokotu'utu'u e fakahu pa'anga hala mo e fakakau e malu'i tupu he malumalu 'oe PPSA; pe
 - (b) right, interest or arrangement which has the effect of giving another person a preference, priority or advantage over creditors including any right of set-off; or
totonu, tupu pe fokotu'utu'u 'aia'oku 'iai e 'uesia 'oe 'oange ki ha tokotaha kehe ha fili, fakamu'omu'a pe lelei 'i ha kau kuletitoa kau ai ha fa'ahinga totonu'oku fakae'a; pe

- (c) right that a person (other than the owner) as to remove something from land (known as a profit à prendre), easement, public right of way, restrictive or positive covenant, lease, or licence to use or occupy; or
totonu 'a ha tokotaha (tuku kehe 'ae tokotaha ha'ana) ke to'o ha fa'ahinga me'a mei ha kelekele ('oku 'ilao koe profit a prendre), totonu fakalao ke ngaue'aki ha 'api pe kelekele 'oha taha kehe, totonu fakapule'anga kiha founa, ngaahi fakataputapu pe fakapapau pe lisi, laiseni ke ngaue'aki pe nofo'i; pe
 - (d) third party right or interest, or any right arising as a consequence of the enforcement of a judgment, or any agreement to create any of them or allow them to exist;
Ko e totonu pe manako 'ae paati fika tolu, pe fa'ahinga totonu'oku 'ohake ia ko e nanunga 'o e fakafefeka'i 'oha fai tu'utu'uni, pe fa'ahinga aleapau ke fa'u ha fa'ahinga 'o kinautolu pe fakangofua kinautolu ke 'ataa.
or any agreement to create any of them or allow them to exist.
Pe ko ha fa'ahinga aleapau ke fa'u ha fa'ahinga 'o kinautolu pe fakangofua kinautolu ke 'ataa.
- **'Terms and Conditions'** means the terms and conditions described in this booklet.
'Ngaahi Makatu'unga' oku uHINGA ki he Ngaahi Makatu'unga 'oku fakamatala'i 'i he ki'i tohi ni.
 - **'you'** includes any of the persons accepting the offer in your Letter of Offer.
'ko koe' fakakau ai ha fa'ahinga taha 'oku ne tali e tali 'i ho'o Tohi Tali 'oe No.

1.2 ACTUAL AMOUNTS YOU NEED TO PAY MAY BE DIFFERENT FROM THOSE IN YOUR LETTER OF OFFER

NGAAHI MAHU'INGA TOTONU 'OKU FIEMA'U KEKE TOTONGI 'E MALAVA KE KEHE MEI HE NGAAHI MAHU'INGA 'I HO'O TOHI TALI 'OE NO

The actual amounts you need to pay under your loan or facility, including repayments and interest rates, may be different from the amounts set out in your Letter of Offer. This is because the financial details in your Letter of Offer are based on some assumptions that may change. The financial details in your Letter of Offer:

Ko e ngaahi mahu'inga totonu 'oku fiema'u keke totongi 'i he malumalu'a ho'o No, kau kiai'a e'u totongi no mo e'u totongi tupu, e ala ke kehe ia mei he'u mahu'inga 'oku fokotu'u atu 'i ho'o Tohi Tali'o e No. 'Oku hoko eni koe'uhi ko e ngaahi fakamahamahalalo 'ihe fakamatala pa'anga 'i ho'o Tohi Tali'o e No 'a ia 'oku tu'unga ia 'i he fa'ahinga mahalo'e ala liliu. Ko e ngaahi fakamatala pa'anga 'i ho'o Tohi Tali'o e No:

- use interest rates and fees applicable at the date of disclosure (set out in your Letter of Offer);
ngaue'aki'a e ngaahi totongi tupu mo e ngaahi totongi 'oku taau 'i he 'aho 'oku fakaha atu ai (fokotu'u atu 'i ho'o Tohi Tali'o e No);
- assume the loan or facility will be fully drawn on the date of advance (where relevant) unless you nominated a progressive drawdown;
pehee pe ko e No'e toho kakato ia 'i he 'aho toho'o e pa'anga ('a ia 'oku mahu'inga) tukukehe kapau na'a ke fokotu'u ha fakalalaka kihe ngaue ki hono toho 'oe no;
- include government duties and taxes payable on foreseeable withdrawals and receipts; and
fakakau kiai e ngaahi tute 'ae pule'anga mo e ngaahi tukuhau ke totongi 'i he kikite 'oe ngaahi toho moe ngaahi talitotongi; moe
- include periodic bank fees, where applicable, except when they are to be paid from another account.
Fakakau kiai e vaha'a taimi'o e ngaahi totongi, 'oku taau, tukukehe e taimi na'e tonu ke totongi ai mei ha 'akauni kehe.

1.3 ANNUAL PERCENTAGE RATE (INTEREST RATE)

TOTONGI PESETI FAKATA'U (TOTONGI TUPU)

Interest rates can change

Koe totongi tupu'e lava o liliu

Variable reference rates (or Index rates) can be changed at any time including the period between the date of disclosure (set out in your Letter of Offer) and the date of drawdown.

Koe kehekehe 'ihe tu'unga e totongi (pe totongi hokohoko) 'e lava ke liliu ha fa'ahinga taimi kau kiai e vaha'a taimi 'i loto he 'aho 'oku fakaha atu ai (fokotu'u atu 'i ho'o Tohi Tali'o e No) moe ngaue ki hono toho 'oe no.

Fixed reference rates can also be changed at any time before drawdown, but not once the loan has been drawn and the fixed interest rate period has started.

Ngaahi tu'unga totongi tu'upau 'e lava ke liliu moia ha fa'ahinga taimi kimu'a he ngaue ki hono toho 'oe no, ka na'e te'eki ke tu'o taha ha taimi na'e toho ai 'ae no pea koe vaha'a taimi'o e totongi tupu tu'upau kuo kamata.

At the end of any fixed interest rate period, you may apply for another fixed interest rate period, and, if ANZ agrees to your request, you will be advised of any extra or varied terms which will apply. Please note that fees may apply as set out in your covering Letter of Offer.

'I he ngata ha'a fa'ahinga vaha'a taimi totongi tupu tu'upau, teke lava o kole ki ha toe vaha'a taimi totongi tupu tu'upau, pea kapau 'e tali he'e ANZ ho'o kole, 'e toki fakaha atu ha toe fakalahi pe liliu ha ngaahi makatu'unga 'e lava ke ngaue'aki. Kataki fakatokanga'i ko e totongi 'e malava ngaue'aki 'aia 'oku ha atu 'i ho'o Tohi Tali'oe No.

If your Letter of Offer provides for an interest rate margin, that margin will, unless varied by ANZ, apply for the term of the loan or facility.

Kapau ko ho'o Tohi Tali'oe No 'oku 'oatu ki ha totongi hulu 'ihe tupu, ko e hulu koia 'e, tukukehe ka liliu he'e ANZ, ngaue'aki ki he ngaahi makatu'unga'o e no.

Notifying you of changes

Fakaha atu ha ngaahi liliu

If there is a change in the reference rate or interest rate margin that applies to your loan or facility, you will be notified no later than the date on which the change takes effect, by notice in writing or advertisement published in a national newspaper.

Kapau'oku 'iai ha liliu 'ihe tu'unga totongi pe totongi hulu 'ihe tupu'oku ngaue'aki ki ho'o no, 'e fanongonongo atu 'o 'ikai toe tomui he 'aho na'e kamata fai ai e liliu, 'iha fanongonongo faitohi pe tu'uaki 'i ha nusipepa fakalotofonua.

Details of the change will also appear on your next statement.

Ko e fakaikiiki 'oe liliu 'e toe 'asi atu 'i ho'o fakamatata pa'anga (statement) hoko.

You can also check interest rates and reference rates on www.anz.com/tonga, by asking at any ANZ branch or calling:

Teke toe lava 'o vakai'i e ngaahi totongi tupu moe ngaahi tu'unga totongi 'i he www.anz.com/tonga, 'i ha'o'eke pe telefoni ki ha va'a 'oe ANZ:

- ANZ Nuku'alofa Branch, (676) 20 500, 9am - 4pm (local time) weekdays (excluding public holidays);

Ko e va'a ANZ 'i Nuku'alofa (676) 20 500, 9 pongipongi ki he 4 efiafi (taimi fakalotofonua) lolotonga 'a e uike ('ikai kau ai e ngaahi 'aho maloloo fakapule'anga);

- ANZ Neiafu Branch (676) 70 944, 9am - 4pm (local time) weekdays (excluding public holidays).

Ko e va'a ANZ 'i Neiafu (676) 70 944, 9 pongipongi ki he 4 efiafi (taimi fakalotofonua) lolotonga 'a e uike ('ikai kau ai e ngaahi 'aho maloloo fakapule'anga);

1.4 PROCESSING OF REPAYMENTS, ADDITIONAL PAYMENTS OR OTHER TRANSACTIONS

FOUNGA 'OE 'U TOTONGI NO, NGAahi TOTONGI TANAKI ATU PE KO E NGAahi FEHU'AKI PA'ANGA.

If you make a request in relation to your ANZ loan or facility on a day that is not a business day, your request will generally be submitted for consideration on the following business day.

Kapau'e fai ha'o kole fekau'aki mo ho'o no ANZ 'i ha 'aho'oku 'ikai ko ha 'aho ngaue, ko ho'o kole 'e 'ave ke fai ha sio kiai 'i he 'aho ngaue hoko.

Generally, any transaction made on your ANZ loan or facility will be processed on the same day as long as it is made before the following times:

Lahi, ha fehu'aki pa'anga na'a ke fai 'i ho'o no ANZ, 'e ai e ngaue kiai 'i he 'aho tatau, koloa pe ke 'ai kimu'a he 'u taimi koeni;

- 4pm local time Monday to Friday (excluding public holidays) for repayments, withdrawals or deposits at ANZ; 4 efiafi taimi fakalotofonua, Monite ki he Falaite ('ikai kau ai e ngaahi 'aho maloloo fakapule'anga) ki he totongi no, toho pe tipositi 'i he ANZ;
- 4pm local time Monday to Friday (excluding public holidays) for funds transfers made through ANZ Internet Banking. 4 efiafi taimi fakalotofonua, Monite ki he Falaite ('ikai kau ai e ngaahi 'aho maloloo fakapule'anga) ki ha ngaahi 'ave pa'anga 'oku fai 'i he ANZ Internet Banking.

Any transaction made after these cut-off times may be processed on the following business day.

Koha fa'ahinga fehu'aki pa'anga na'e fai 'i he 'osi 'a e ngaahi taimi fakangatangata, 'e ala fai e ngaue kiai he 'aho ngaue hoko.

If a payment is made by mail it will be credited to your account by ANZ on the date of receipt. You should allow a suitable amount of time for the mail to reach ANZ.

Ka 'iai ha totongi 'oku fai he meili 'e ala fakahu ki ho'o 'akauni he ANZ 'i he 'aho 'oe tali totongi. 'Oku tonu keke fakangofua ha taimi fe'unga ke a'u ai e meili ki he ANZ.

If a cheque used for a repayment is dishonoured, the repayment will be treated as not having been made, and interest will continue to accrue on the unpaid daily balance until actual payment is received. If a repayment or other payment is due on the 29th, 30th or 31st of a month which does not contain such a date, it is due on the last day of that month.

Kapau 'e 'iai ha sieke 'e ngaue'aki ki ha totongi ka 'oku ongoongo kovi, ko e totongi 'e 'ai pe ia na'e 'ikai fai ha totongi pea 'e kei hokohoko atu pe tupu ke lahi 'i he fo'i mahu'inga na'e 'ikai totongi he palanisi 'o e 'aho koia, kae 'oleva kuo fai mai ha totongi. Ka 'iai ha toe totongi pe koha toe totongi kehe kuo totonu ke totongi he 'aho 29, 30 pe 31 'oha mahina, 'aia 'oku 'ikai fakakau ha fa'ahinga 'aho, 'oku tonu ke totongi he 'aho faka'osi 'oe mahina koia.

If a repayment or other payment is due on a day which is not a business day, it must be paid on the next business day.

Ka 'iai ha totongi pe ha totongi kehe 'oku 'osi taimi ke totongi 'i ha 'aho 'oku 'ikai koha 'aho ngaue, kuo pau ke totongi he 'aho ngaue hoko.

A repayment or other payment made to your account on the last day of a statement period may not appear on the statement issued for that period. If so, the repayment or other payment will instead appear on your next statement, together with its effective date.

Ko ha totongi pe totongi kehe na'e fai ki ho'o 'akauni 'i he 'aho faka'osi 'o ha taimi fakamatala pa'anga (statement) 'e malava ke 'ikai 'asi he fakamatala pa'anga (statement) 'oku 'oatu ki he vaha'ataimi koia. Kapau koia, ko e totongi pe totongi kehe 'e toki 'asi he fakamatala pa'anga (statement) hoko, fakataha mo e 'aho 'oku kamata mei ai.

1.5 HOW FEES AND CHARGES ARE PAYABLE

ANGA HONO TOTONGI E NGAARI TOTONGI MO E NGAARI TOTONGI FAKAHOKO NGAUE

Fees and charges are payable in the following manner:

Ko e ngaahi totongi moe ngaahi totongi fakahoko ngaue ke totongi 'i he ngaahi 'ulungaanga pehe ni:

- for continuing credit facilities, they will be added to the unpaid daily balance and accrue interest at the same rate, and in the same manner, as advances;

Ko e hokohoko atu 'o e ngaahi kuletiti no, 'e tanaki atu kinautolu ki he palanisi ta'e totongi faka'aho mo e lahiange tupu 'i he totongi tatau, pea 'i he 'ulungaanga tatau, pea fakautuutu.

- for loans, during any Interest Only Period, they will be debited to your nominated ANZ account on the day they are due; and

ki he 'u no, lolotonga ha vaha'ataimi Tupu pe, 'e to'o kinautolu mei ho'o 'akauni ANZ 'i he 'aho 'oku totonu ai ke totongi; moe

- in all other situations, they will be debited to your nominated ANZ account on the day they are due. Where you have not nominated an account, they will be debited to your loan. Any fee debited to your loan which is not paid immediately will be added to the unpaid daily balance and accrue interest at the same rate as the principal.

'i he ngaahi tu'unga kehekehe, 'e to'o kinautolu mei ho'o 'akauni ANZ 'i he 'aho na'e totonu ai ke totongi. 'Aia na'e 'ikai ke ke fokotu'u ha 'akauni, 'e to'o kinautolu ki ho'o 'akauni no. Ko ha fa'ahinga totongi 'oku to'o ki ho'o no, kapau 'oku te'eki totongi he taimi pe koia 'e tanaki ia ki ho'o palanisi faka'aho te'eki totongi moe lahi 'o e tupu 'i he totongi tatau ko e sino'i pa'anga.

When a fee is charged in arrears and your loan or facility is repaid or terminated before the fee is due to be charged, ANZ can charge this fee on a pro-rata basis to cover the period up to the date of repayment or termination.

Ko e taimi 'oku 'iai ha totongi na'e totongi 'i he toenga mo'ua pea ko ho'o no 'e totongi pe fakata'e'aonga'i kimu'a he taimi totonu ke totongi ai, 'E tanaki he'e ANZ 'a e totongi 'i he tu'unga fakahoatatau ke ne kapui e vaha'a taimi 'o a'u ki he 'aho 'o e totongi pe fakata'e'aonga'i.

Information on current bank fees is also available via www.anz.com/tonga, any ANZ branch or by calling (676) 20 500, 9am - 4pm (local time), weekdays (excluding public holidays).

Ko e fakamatala 'i he totongi fakapangike lolotonga 'oku faingamalie he www.anz.com/tonga, ha fa'ahinga va'a 'oe ANZ pe telefoni kihe (676) 20 500, 9 pongipongi ki he 4 efiafi (taimi fakalotofonua), lolotonga e uike ('ikai kau ai e ngaahi 'aho maloloo fakapule'anga).

1.6 CHANGES TO FEES AND CHARGES

NGAAHI LILIU KI HE NGAahi TOTONGI MOE NGAahi TOTONGI FAKAHOKO NGAUE

ANZ can do the following:

'E lava he'e ANZ ke fai e ngaahi me'a ni:

	Minimum number of days of notice Si'isi'i taha he 'aho 'oe fanongonongo	Method of notice Founga 'oe Fanongonongo
Introduce a new fee, change the frequency or payment dates of each fee Fakafe'iloaki e Totongi fo'ou, Fa'a liliu pe Koe 'aho totongi kihe fo'i totongi kotoa	30 days 'Aho 'e 30	By press advertisement, posters in branches, with details provided on next statement. Tu'uaki 'ihe kau faiongoongo, pepa tohi fakama-tala faka va'a, moe ngaahi fakaikiiki 'e 'oatu he fakamatala pa'anga hoko.
Increase a fee, change the method of calculation or manner of payment of each fee Fakalahi he totongi, founga hono fika'i pe anga hono totongi e totongi kotoa	30 days 'Aho 'e 30	By press 'advertisement, posters in branches, with details provided on next statement. Tu'uaki 'ihe kau faiongoongo, pepa tohi fakama-tala faka va'a, moe ngaahi fakaikiiki 'e 'oatu he fakamatala pa'anga hoko.

	Minimum number of days of notice Si'isi'i taha he 'aho 'oe fanongonongo	Method of notice Founga 'oe Fanongonongo
Decrease a fee Holoki he totongi	Day of change 'Aho 'oe liliu	By press advertisement, posters in branches, with details provided on next statement. Tu'uaki 'ihe kau faiongoongo, pepa tohi fakamatala faka va'a, moe ngaahi fakaikiiki 'e 'oatu he fakamatala pa'anga hoko.

If any other change reduces your obligations, ANZ can give less than 30 days notice but you will be notified with or on your next statement.

Ka 'iai ha toe ngaahi liliu fakasi'isi'i 'iho ngaahi fatongia, 'E 'oatu he'e ANZ ha fanongonongo 'i loto he 'aho 'e 30 ka 'e fakaha atu pe 'i ho'o fakamatala pa'anga (statement) hoko.

1.7 GOVERNMENT CHARGES NGAAHI TOTONGI 'A E PULE'ANGA

Government duties, taxes and other charges incurred because of receipts and withdrawals (including cheques) made to or from your account, are payable by you.

Ngaahi tute'a e Pule'anga, ngaahu tukuhau mo e ngaahi totongi na'e fakatupu koe'uhi koe ngaahi tali totongi mo e ngaahi toho (kau ai e sieke) na'e fai mei, pe ki ho'o 'akauni, 'e totongi ia kia koe.

1.8 SECURITY ME'A MALU'I NO

Your Letter of Offer will tell you about any security required by ANZ for your loan or facility. Please be aware that:

Ko ho'o Tohi Tali 'oe No tene talaatu ha fiema'u ' ae ANZ ki ha fa'ahinga me'a ke malu'i 'aki e ho'o no. Katakaki fakatokanga'i 'oku:

- if ANZ is holding any existing security/ies at the date of disclosure, and you accept your Letter of Offer, you agree to that security also being held by ANZ as security for the new loan or facility;

kapau 'oku pukepuke he'e ANZ ha fa'ahinga me'a malu'i 'oe no 'iai 'ihe 'aho 'oku fakaha atu ai, pea ke tali ho'o Tohi Tali 'oe No, kuo ke loto ki he me'a malu'i 'aia 'oku pukepuke he'e ANZ, koe me'a malu'i ki he no fo'ou.

- security documents are prepared on ANZ's normal security forms. If special circumstances exist, or if ANZ considers it necessary, these forms will be changed or new securities will be drafted to ensure there is effective security;

koe ngaahi pepa malu'i 'oku teuteu 'ihe ngaahi foomu malu'i angamaheni. Ka hoko ha fa'ahinga me'a, pe kapau 'e pehee he'e ANZ 'oku totonu, ko e 'u foomu koeni 'e ala liliu pe ko ha me'a malu'i no fo'ou 'e fakafuofua ke fakapapau'i 'oku kei 'aonga e me'a malu'i 'oe no;

- if changes to securities or new security items are prepared outside ANZ, you must pay to ANZ any reasonable external fees which are incurred. You can ask for a quote or an estimate and the fees will be payable on the date they are invoiced to ANZ;

Kapau 'oku 'iai ha ngaahi liliu ki he ngaahi me'a malu'i 'oe no pe ko ha ngaahi me'a malu'i fo'ou 'oku teuteu 'i tu'a mei he ANZ, kuopau keke totongi ki he ANZ ha fa'ahinga totongi fe'unga 'i tu'a 'aia 'oku ne fakatupunga. Teke lava o 'eke kiha tala mahu'inga pe 'esitimetri pea koe ngaahi totongi 'e totongi 'ihe 'aho 'oku tohi mo'ua ai kihe ANZ;

- you can obtain copies of ANZ's normal security documents through any ANZ branch before you accept any loan or facility offer;

te ke lava o ma'u ha ngaahi tatau 'oe 'u pepa malu'i angamaheni mei ha va'a 'oe ANZ kimu'a pea ke toki tali ha fa'ahinga tu'uaki;

- ANZ must be satisfied with the title and the security documents before it will provide any credit.
'E fiamalie 'ae ANZ ki he lakanga moe ngaahi pepa malu'i kimu'a pea ne 'oatu ha fa'ahinga kuletiti.

You must pay any applicable stamp duty and registration fees by the date your loan is advanced or the date that the facility starts. You may also need to pay government fees and stamp duty when any security you are providing is discharged. Please refer to your Letter of Offer for details.

Kuo pau keke totongi ha fa'ahinga sitapa tute taau moe pa'anga lesisita 'ihe 'aho 'oe toho ho'o no pe koe 'aho na'e kamata ai 'ae no. 'Oku toe fiema'u keke totongi e ngaahi totongi fakapule'anga moe tute sitapa 'iha fa'ahinga me'a malu'i 'oku ke 'omai 'e faka'ataa. Kataki vakai kihe Tohi Tali 'oe No ki ha fakaikiiki.

Costs of further steps

Ngahi totongi ki ha toe ngaahi sitepu

Everything you are required to do under this section is at your expense. You agree to pay or reimburse the reasonable costs of ANZ in connection with anything you are required to do under this section.

Koe me'a kotoa 'oku fiamau atu keke fai 'ihe malumalu 'oe kongani 'oku 'i ho'o fakamole. 'Oku ke loto ke totongi pe totongi fakafoki e ngaahi totongi totonu 'ae ANZ he'ene felave'i mo ha fa'ahinga me'a 'oku fiema'u atu keke fai he malumalu 'oe kongani.

Costs of ANZ for the purposes of this section include for example:

Ngaahi totongi 'ae ANZ 'o fakataumu'a kihe kongani kau ai 'o fakataa'aki'eni:

- ANZ's charges and commissions;
Ngaahi totongi 'ae ANZ moe ngaahi komisoni;
- expenses;
ngaahi fakamole;
- fees;
ngaahi totongi fakahoko ngaue;

- costs incurred in connection with professional advisors including legal costs (calculated on a full indemnity basis) for this loan or facility or any security for it; and
ngaahi totongi na'e fakatupu 'ihe 'ene felave'i moe kau fale'i fakapalofesinale kau ai e ngaahi totongi fakalao (na'e fika'i tu'unga he totongi fakafoki kakato) kihe no koeni pe ha toe me'a malu'i kiai ai; moe
- taxes and duties (for example stamp duty).
Ngaahi tukuhau moe tute (fakatataa 'aki e sitapa tute).

1.9 INSURANCE MALU'I

All insurable property mortgaged to ANZ must be insured for all usual risks under a policy acceptable to ANZ, at the replacement value or an insured sum not less than the loan or facility amount as may be determined by ANZ at its sole discretion, with an insurance company approved by ANZ. ANZ or its nominees must be recorded on the insurance policy as the appropriately ranked mortgagee and co-insured. An original insurance policy is to be provided to ANZ before the loan or facility will be available for drawdown and as and when it is required by ANZ.

Kotoa 'oe 'u koloa malu'i mokisi ki he ANZ kuo pau ke malu'i ki he kotoa 'oe 'u fakatamaki 'i he malumalu 'oe tu'utu'uni ngaue 'oku tali he'e ANZ, 'iha fakafetongi mahu'inga pe mahu'inga ne malu'i 'o 'ikai toe si'isi'i hifo he mahu'inga 'oe no 'aia 'e ala loto kiai e ANZ 'i he'ene tau'ataina pe, mo ha kautaha malu'i 'e loto kiai e ANZ. Ko e ANZ pe ko hano kau fokotu'u lakanga kuopau ke hiki 'ihe tohi tu'utu'uni malu'i koe tu'unga mokisi taau moe kaunga malu'i. Ko e tupu'i tohi tu'utu'uni malu'i ke 'ave ki he ANZ kimu'a pea faingamalie 'ae no ke toho pea hange pe ka fiema'u he'e ANZ.

Annually, you must provide ANZ with either a cover note or certificate of currency, together with a receipt for the premium(s) paid, for the property mortgaged to ANZ.

kuopau keke 'omai fakata'u kihe ANZ pe ha taha pe 'oe ki'i tohi kene kapui pe setifikeiti 'oe kalenisi, fakataha mo ha tali totongi ki ha sino'i pa'anga 'oku totongi fekau'aki moe aleapau malu'i, ki he koloa na'e mokisi ki he ANZ.

It is your responsibility to ensure that the required minimum level of cover as set from time to time is maintained throughout the term of the loan or facility. The costs of all premiums will be for your account and ANZ may pay the premiums (but shall at all times not be under the liability to) on your behalf. You shall at all times be liable to pay the premiums notwithstanding that any earlier payments may have been made by ANZ on your behalf.

Ko ho fatongia ke fakapapau'i ko e ngaahi fiema'u kene 'ufi'ufi'i he tu'unga si'isi'i taha kuo fokotu'u mei he taimi kihe taimi 'oku kei pukepuke kotoa he makatu'unga 'oe no. Koe ngaahi totongi 'oe kotoa 'oe ngaahi sino'i pa'anga 'oku totongi fekau'aki moe aleapau malu'i (ka kuo pau he taimi kotoa he'ikai 'ihe malumalu 'oe mo'ua ke) ko ho fakafofonga. Kuopau 'i he taimi kotoa ke ngofua keke totongi e sino'i pa'anga 'oku totongi fekau'aki moe aleapau malu'i neongo kapau na'e 'iai ha ngaahi totongi ki mu'a na'e fai he'e ANZ ko hao fakafofonga.

Should you fail to provide ANZ with renewed certificate of currency within 7 days from its expiry date, ANZ may, after giving you a 7 day notice to comply, debit your account for the insurance premium due to be paid.

Kapau he'ikai teke tokoni ke 'omi kihe ANZ moe fakafo'ou e setifikeiti kalenisi 'i loto he 'aho 'e 7 mei he 'aho 'e 'osi ai, 'e malava e ANZ, he 'osi hono tuku atu ha fanongonongo 'aho 'e 7 ke tali, ke to'o mei ho'o 'akauni koe malu'i 'oha sino'i pa'anga 'oku totongi fekau'aki moe aleapau malu'i 'aia kuo taimi ke totongi.

1.10 TRUSTS

NGAAHI TALASITI

If you enter into the loan or facility as a trustee, you agree that you are liable under the loan or facility both personally and as trustee of the trust. You are also assuring ANZ that:

Kapau teke hu ki ha no koe talasiti, 'oku ke loto keke ngofua he malumalu 'oe no fakatou taau taha moe falala 'aha talasiti. 'Oku ke toe fakamo'oni'i koe ANZ 'oku:

- the loan or facility is for a proper purpose under the trust; ko e no koe 'ai ki ha taumu'a lelei 'ihe falala;
- you have the power and authority under the trust to enter into the contract; and 'Oku 'ia koe 'ae mafai moe pule 'ihe falala ke hu ki he aleapau; pea
- you have the right to be indemnified fully out of the trust property, before the beneficiaries of the trust, for all liabilities you incur under the loan or facility. 'oku 'iai ho'o totonu ke totongi fakafoki kakato mei he koloa talasiti, 'i mu'a he kakai kuo lave ha me'a lelei kuo tufa he falala ki he kotoa e mo'ua totonu 'oku 'ihe malumalu 'oe no koeni.

The independent trustee's liability under this agreement shall not be personal and unlimited but shall be limited from time to time and at all times to the net assets of the trust in that trustee's hands and available to meet that liability of which would have been in that trustee's hands and so available but for any dishonesty or wilful breach of trust by him; for the purposes of this section the phrase 'net assets' means all the assets of the trust for the time being less all its liabilities for the time being but excluding any liability arising under this Agreement.

Koe tau'ataina e mo'ua e talasiti he malumalu 'oe aleapau he'ikai ke taautaha mo ta'efakangatangata ka 'e fakatangatangata mei he taimi ki he taimi moe taimi kotoa ki he ngaahi toenga koloa 'oe talasiti 'ihe nima 'oe talasiti koia pea faingamalie ke fetaulaki moe mo'ua 'aia na'e mei 'ihe nima 'oe talasiti pea 'e faingamalie ka ki ha fa'ahinga ta'efaitotonu pe maumau'i e loto vivili 'oe falala 'e ia; kihe ngaahi taumu'a 'oe kongana ni koe koe kongana'ia lea 'toenga koloa'oku 'uhinga ko e kotoa e pa'anga moe koloa 'oku ma'u he'e talasiti 'ihe taimi koia pea to'o mei ai hono 'u mo'ua he taimi koi aka 'oku 'ikai fakakau ai ha mo'ua 'oku 'ohake he malumalu 'oe aleapau ni.

1.11 ANZ'S RIGHTS IF THERE IS A DEFAULT UNDER THE AGREEMENT

KO E NGAARI TONU 'AE ANZ 'OKAPAU 'OKU 'IAI HA FA'AHINGA ME'A 'E HOKO 'IHE MALUMALU 'OE ALEAPAU

If any of the following events of default occur, ANZ can refuse to provide further credit and (subject to notice as described below) require you to make immediate repayment in full of all money you owe ANZ or will or may owe ANZ in the future under the loan or facility.

Kapau koha taha he ngaahi me'a ni ko ha fa'ahinga me'a 'oku hoko, 'E lava he'e ANZ 'o angakovi'i ke 'oatu ha toe pa'anga moe (fakataumu'a kihe fanongonongo 'aia 'oku fakamatala'i atu 'i lalo) fiema'u koe ke fei mo fai 'ae totongi no 'ihe katoa 'oe pa'anga 'oku tonu keke totongi ka na'e 'ikai keke totongi kihe ANZ he kaha'u 'ihe malumalu 'oe no.

An event of default occurs:

Fa'ahinga me'a 'oku hoko:

- if you do not make a payment due under the Agreement by its due date;
Ka 'ikai keke fai ha totongi no 'ihe 'aho na'e tonu ke 'osi kiai hono totongi 'i he malumalu 'oe Aleapau kihe 'aho na'e tonu ke totongi ai.
- if there is any breach of any term or condition of this loan or facility, any other facility provided to you by ANZ, or any security provided to ANZ for this loan or facility or the other facility;
kapau 'oku 'iai hano maumu'u 'oha fa'ahinga makatu'unga 'oe no koeni, ko ha toe fa'ahinga no 'e 'oatu he'e ANZ kia koe, pe ko ha fa'ahinga me'a malu'i 'oku 'oatu kihe ANZ ki he no koeni pe koe no e taha;
- if, in ANZ's opinion, any event or circumstance arises causing a material adverse change in your financial situation likely to affect your ability to meet your obligations under the loan or facility or any security for it.
Kapau, 'ihe vakai 'ae ANZ, ko ha fa'ahinga me'a 'oku hoko pe tu'u pehee 'ae ngaahi me'a 'oku tu'u 'one fakatupu ha liliu lahi 'i ho'o tu'unga fakapa'anga, hangehange kane uesia ho'o lava ke taau mo ho fatongia he malumalu 'oe no pe ha fa'ahinga me'a malu'i kiai.

A material adverse change includes, but is not limited to:

Ko ha liliu lahi kau kiai, ka 'oku 'ikai ke fakangatangata ke:

- your death; or
ko ho'o mate; pe
- termination of your employment; or
fakata'e'aonga'i ho'o faifatongia; pe
- your insolvency; or
ko ho'o 'ikai lava ke totongi ho mo'ua; pe
- enforcement proceedings by any creditor against you or any property mortgaged as security for this loan or facility; or
hoko atu e fakamalohi 'a ha fa'ahinga kuletitoa ke fakafepaki kia koe pe ha fa'ahinga koloa mokisi ko e me'a malu'i ki he no koeni; pe
- any reduction in the value of property mortgaged to ANZ as security for this loan or facility; or
ko ha fa'ahinga to'o 'ihe mahu'inga 'oe koloa mokisi ki he ANZ koe malu'i ki he no koeni; pea
- any insurance over the mortgaged property being cancelled or declined; or
ko ha fa'ahinga malu'i 'ihe koloa mokisi kuo kaniseli pe faka'au ke si'i; pe
- any information supplied by you to ANZ in connection with this loan or facility or any security for this loan or facility being found to be untrue, incorrect or incomplete; or
ko ha fa'ahinga fakamatala 'oatu meia koe ki he ANZ fekau'aki moe no koeni pe ko ha fa'ahinga me'a malu'i kihe no koeni kuo ma'u 'oku ta'e totonu, hala pe ta'e kakato; pe
- a material adverse change to the effectiveness or priority of any security granted by you or a guarantor for this loan or facility.
Ko ha liliu lahi ki he 'aonga pe fakamu'omu'a 'oha fa'ahinga me'a malu'i na'a ke tali pe ko ha kaunga malu'i no ki he no koeni.

Before ANZ requires immediate repayment in full, you will be given 30 days written notice to allow you an opportunity to remedy your default. If ANZ fails to give you notice regarding any event of default, ANZ has not waived its right to do so later.

Kimu'a pea fiema'u he'e ANZ ke totongi kakato mai leva, 'e 'oatu kia koe e 'aho'e 30 fanongonongo faitohi ke fakangofua atu ha faingamalie ke toe fakalelei 'aki ha ngahi me'a 'oku hoko. 'Oku te'eki tukuange he'e ANZ 'ene totonu ke fai ia 'amui.

However ANZ will not give you such notice if:

Kaikehe he'ikai ke 'oatu he'e ANZ ha fanongonongo kapau:

- ANZ believes, on reasonable grounds, that it was induced by fraud on your part to enter into the loan or facility; or 'e tui e ANZ, 'ihe 'uhinga lelei mo taau, na'e fakaloto'i 'aki e kaka ho'o tafa'aki ke fakamo'oni 'ihe no; pe
- ANZ has made reasonable attempts to locate you, but without success; or
Kuo fai he'e ANZ e ngaahi feinga taau ke ma'u e feitu'u 'oku ke 'iai ka na'e 'ikai ola lelei; pe
- a court authorises ANZ to require immediate repayment without giving such a notice; or
koe fakamafai he'e fakamaau'anga e ANZ ke fekau leva ke totongi 'o 'ikai toe 'oatu ha fanongonongo; pe
- goods are mortgaged or otherwise given to ANZ as security for the loan or facility, and ANZ believes on reasonable grounds that they have been or will be removed or disposed of without ANZ's permission; or
ngaahi koloa 'oku mokisi pe kehe ke 'oatu kihe ANZ e me'a malu'i ki he no, pea 'oku tui e ANZ 'e 'uhinga lelei mo taau kuo nau, pe 'e to'o pe 'e fefee'i 'o 'ikai fakangofua he'e ANZ; pe
- ANZ believes on reasonable grounds that urgent action is necessary to protect property that is mortgaged as security for the loan or facility.
'Oku tui e ANZ 'oku totonu mo taau ke fai ha ngaue fakavavevave ke malu'i e koloa 'oku mokisi koe koloa malu'i ki he no.

1.12 ENFORCEMENT EXPENSES FAKAMALOHI'I E NGAAHI FAKAMOLE

If you breach the loan or facility or any security required under it, you will be required to pay expenses reasonably incurred by ANZ in enforcing or preserving its rights under the loan or facility, or the security. These expenses include those incurred by ANZ in preserving or maintaining property secured, collection expenses and expenses resulting from dishonour of a cheque or payment. Enforcement expenses resulting may be debited in the same way as other fees and charges.

Kapau 'oku ke maumau'i e no pe ko ha fa'ahinga me'a malu'i na'e fiema'u 'i hono malumalu, 'e fiema'u koe keke totongi e ngaahi fakamole taau na'e fakatupu he'e ANZ 'i hono fakamalo'i'i pe malu'i 'ene ngaahi totonu 'ihe malumalu 'oe no, pe me'a malu'i. Ko e ngaahi fakamole koia kau ai moia na'e fakatupu he'e ANZ 'ihe malu'i pe tauhi e malu 'oe koloa, tatanaki e ngaahi fakamole mo e ngaahi fakamole koe ola mei ha ongoongo kovi ha fo'i sieke pe totongi. Fakamalo'i'i e ngaahi fakamole, koe ola 'e malava ke mo'ua he me'a tatau hange koe ngaahi totongi moe ngaahi totongi fakapangike.

1.13 JOINT AND SEVERAL LIABILITY OKU MOU TATAU KIHE NGAAHI MO'UA KOTOA

If there is more than one person who is party to the loan or facility, then each person is liable individually for the full amount of the loan or facility, in addition to each of you being jointly liable with each other.

Kapau 'oku lahi mei he tokotaha 'oku kau ki he no, pea koe tokotaha kotoa 'oku ngofua fakafo'ituitui ki he mahu'inga fakakatoa 'oe no, 'ihe tanaki atu ki he taha kotoa 'o kimoutolu 'oku mou ngofua ke kau moe taha koe.

1.14 DISCLOSURE OF FINANCIAL INFORMATION FAKAHA ATU 'OE FAKAMATALA PA'ANGA

ANZ can require you to provide information about your financial circumstances at any time during the loan or facility to show there has been no material adverse change in your

financial situation which may be likely to affect your ability to meet your obligations under the loan or facility or any security for it.

‘E fiema’u he’e ANZ’a koe keke’omai e fakamatala fekau’aki mo ho’o tu’unga fakapa’anga ha fa’ahinga taimi pe lolotonga e no ke fakaha na’e ikai ha fu’u liliu lahi’i ho’o tu’unga fakapa’anga ‘aia’e meimei kene uesa ho’o lava keke fakafetaulaki ho fatongia he malumalu’oe no pe ko ha me’a malu’i kiai.

ANZ can also require a new valuation of any property provided as security for the loan or facility.

‘E toe fiema’u he’e ANZ ha fakamahu’ingai’ fo’ou ha fa’ahinga koloa na’e’omai koe me’a malu’i’oe no.

If so, you may be charged:

Kapau koia’e malava ke totongi:

- a fee equal to the cost of the valuation which ANZ must pay for employing an external valuer. This will be payable by you on the date it is invoiced to ANZ. It can be debited to your account on that date; or

koe totongi tatau ki he mahu’inga’oe fakamahu’inga’aia kuopau ke totongi he’e ANZ ki hano fakangaue’i ha taha fakamahu’inga mei tu’a. ‘E totongi’eni’e koe’ihe’aho’e tohi mo’ua ai ki he ANZ. ‘E lava ke fakamo’ua ki ho’o’akauni’ihe’aho koia; pe

- a valuation administration fee. This fee is payable for administration costs incurred when a valuation or price estimate is required by ANZ in connection with each security for a loan, change to security or guarantors as set out in your Letter of Offer. This will be payable by you on the date of advance or when the change is requested.

Koe totongi’ae pule fakamahu’inga. Koe totongi koeni’oku totongi atu ia ki he mahu’inga fakapule’aia na’e fakatupu mei ha fakamahu’inga pe koha faka’esitimeti ha fa’ahinga mahu’inga na’e fiema’u he’e ANZ he’ene pikinga moe me’a malu’i kotoa’oe no, koha liliu ki he me’a malu’i pe koe kau kaunga malu’i’aia’oku fokotu’utu’u atu’i ho’o Tohi Tali’oe No. ‘E totongi eni meia koe’ihe’aho’e ma’u ai’e toho ai e pa’anga pe’ihe taimi’e kole ai e liliu.

1.15 PRIVACY AND CONFIDENTIALITY – ANZ’S COLLECTION, USE AND DISCLOSURE OF PERSONAL INFORMATION

KOE FAKAPULIPULI ‘A’ATA MOE FAKAPULIPULI’I KE ‘ILO PE ‘EHA TOKO SI’I – KO E NGAHI TATANAKI ‘AE ANZ ‘OKU NGAUE’AKI MO FAKAHA ATU E FAKAMATALA FAKAFO’ITUITUI

When you deal with ANZ, we may collect and use some of your information, including details about your transactions, your financial conditions, your relationship with us and/or your loan/s or facility/ies (collectively referred to as “information”). We explain below when and how we may collect, use and disclose your information.

Koe taimi’oku ke lea ai moe ANZ, temau ala tanaki mo ngaue’aki ha fa’ahinga fakamatala, kau ai e’u fakaikiiki fekau’aki mo ho’o fehu’aki pa’anga, ko ho’o tu’unga fakapa’anga, ko ho’o va mo mautolu pea/mo ho’o no (tatanaki’aia’oku’uhinga koe “fakamatala”). ‘Oku mau fakamatala’i lalo e taimi moe anga ‘emau tanaki, ngaue’aki mo fakaha atu ho’o fakamatala.

(1) Collection of information Tatanaki’oe fakamatala

ANZ may use and disclose the information we collect about you for the following purposes:

‘E ala ngaue’aki mo fakaha atu e fakamatala’oku mau tanaki fekau’aki mo koe ki he ngaahi’uhinga koeni:

- (a) to provide information about a product or service; ke’oatu e fakamatala fekau’aki moha me’a kuo fa’u pe ha ngaue;
- (b) to consider your request for a product or service; ke pehee ko ho’o kole ki ha me’a kuo fa’u pe ha ngaue;
- (c) to provide you with a product or service; ke’oatu kia koe ha me’a kuo fa’u pe ha ngaue;
- (d) to tell you about other products or services; ke tala atu fekau’aki mo ha fa’ahinga me’a kuo fa’u pe ha ngaue;
- (e) to perform internal administrative, operational and technology tasks (including technology infrastructure

maintenance and support, application maintenance and support, risk management, systems development and testing, credit scoring, staff training and market, customer satisfaction research and business continuity management);

Ke fakahoko ha pule fakalotongaue, ngaue'i mo e ngaahi fatongia fakatekinolosia (kau ai e tekinolosia e ngaahi ngaue lalahi monomono moe poupou, kole monomono moe poupou, pule kovi, ngaahi fakalalakala ki he sisitemi moe 'ahi'ahi, fakamaaka kuletiti, ako'i e kau ngaue moe maketi, fekumi kihe fiemalie 'ae kasitoma mo hono kei hokohoko atu hono pule'i e pisinisi.

- (f) to prevent or investigate any fraud, unlawful activity or misconduct (or suspected fraud, unlawful activity or misconduct);

ke ta'ofi pe fakatotolo'i ha fa'ahinga ngaue hala, ngaue ta'e fakalao pe takihala (pe na'e mahaloi 'oku ngaue hala, ngaue ta'efakalao pe takihala);

- (g) as may be required under laws and/or by agreements with government agencies or revenue authorities, whether inside or outside of the country where your facility/ies is provided and held with us, to make inquiries about your tax status; and

'e malava ke fiema'u he malumalu 'oe lao pea/mo 'ihe ngaahi aleapau moe ngaahi fakafofonga pule'anga pe kau ma'u mafai tanaki pa'anga, pe 'i loto pe 'i tu'a mei he fonua 'oku 'oatu ai ho'o no pea pukepuke 'ia mautolu, ke fai e ngaahi faka'eke'eke fekau'aki moe tu'unga tukuhau; moe

- (h) as required by relevant laws and external payment systems, whether inside or outside of the country where your facility/ies is provided and held with us.

Hange koia 'oku fiema'u he'e ngaahi lao moe sisitemi totongi 'i tu'a, pe 'i loto pe 'i tu'a mei he fonua 'oku 'oatu ai pe pukepuke 'e mautolu.

Absence of relevant personal information **'Ikai ke 'iai e ngaahi fakamatala fakafotuitui**

If you do not provide some or all of the information requested, ANZ may be unable to provide you with a product or service.

Kapau he'ikai keke 'omi ha konga pe kotoa 'oe fakamatala 'oku fiema'u, 'E ala 'ikai 'oatu he'e ANZ kia koe ha me'a kuo fa'u pe ha ngaue.

(2) Disclosure of information by ANZ **Ko hono fakaha atu ha fakamatala he'e ANZ**

By applying for and/or continuing to use the loan/s or facility/ies provided by us, you acknowledge and agree that any information that ANZ has collected or will collect from or about you from time to time may be disclosed to and/or collected, held, processed, stored in electronic or virtual data storage, or used, in whole or in part, in any country by the following persons:

'Iha kole kiha moe/pe hokohoko atu hono ngaue'aki 'ae no na'e 'oatu mea mautolu, kuo ke fakamo'oni mo Loto kiha fa'ahinga fakamatala kuo tanaki he'e ANZ pe 'e tanaki mea pe fekau'aki mo koe mei he taimi kihe taimi 'e ala fakaha atu kia moe/pe tanaki, pukepuke, founa, tanaki 'ihe 'ilekitulonika pe meimei hange ha tanaki'anga teita, pe ngaue'aki kakato pe konga, 'i ha fa'ahinga fonua he'e fa'ahinga kakai koeni:

- (a) any ANZ Group Member;
ha fa'ahinga ANZ Group Member;
- (b) any outsourced provider, contractors, agents, auditors and advisers which ANZ or any ANZ Group Member engages to carry out or assist with its banking functions and activities (for example mailing houses, credit reporting or debt collection agencies);
ha fa'ahinga taha na'ane 'omi ha koloa mei tu'a, kau ngaue aleapau, kau fakafofonga, kau 'atita moe kau fale'i 'aia 'oku unga he ANZ pe ko ha fa'ahinga ANZ Group Member fakahoko pe tokoni ki he lakanga fakapangike moe ngaahi ngaue (fakatataa 'aki eni meili kihe ngaahi fale, lipooti kuletiti pe ngaahi kautaha tanaki mo'ua);
- (c) regulatory bodies, government agencies, revenue authorities, law enforcement bodies and courts, whether inside or outside of the country where your facility/ies is provided and held with us, for the purposes of complying with any law and/or disclosure obligations we may have under an agreement with such bodies, whether the disclosure is made directly or through any ANZ Group Member;

ngaahi sino pule'i, kau fakafofonga pule'anga, kau ma'u mafai kihe pa'anga humai, ngaahi sino fakamalohi'i 'oe lao moe ngaahi fakamaau'anga, pe 'i loto pe 'i tu'a mei he fonua 'aia 'oku 'oatu ai ho'o no pe pukepuke 'e mautolu, kihe ngaahi 'uhinga 'oku tali mo ha fa'ahinga

lao moe/pe fakaha atu e ngaahi fatongia 'oku mau ala lava 'ihe malumalu 'oe aleapau mo ha ngaahi sino, pe koe fakaha atu hangatonu pe koe fou ha fa'ahinga ANZ Group Member;

- (d) other parties that ANZ Group Members are authorised or required by law to disclose information to;
koe ngaahi paati kuo fakangofua he'e ANZ Group Members pe fiema'u he'e lao ke fakaha atu ha fakamatala;
- (e) participants in the payments system (including payment organisations and merchants) and other nancial institutions (for example banks);
koe kau mai kihe ngaahi sisitemi totongi (kau ai e ngaahi fokotu'utu'u ki he totongi moe kau mesaianiti) mo e ngaahi kautaha pa'anga (fakatataa'aki e ngaahi pangike);
- (f) insurers and reinsurers;
kau malu'i mo e kautaha malu'i lahi;
- (g) your representative (for example your legal adviser, mortgage broker, attorney or executor);
ko ho fakafofonga (fakatataa'aki ho'o tokotaha fale'i fakalao, fakafofonga mokisi, fakafofonga lao pe koe fakafofonga tohi tuku);
- (h) any person, which in ANZ's view, the disclosure is necessary or desirable for the purpose of allowing us to perform our duties and to exercise our powers and rights under this agreement; or
ko ha taha, 'aia 'ihe vakai 'ae ANZ, koe fakaha atu 'oku pau pe fu'u fiema'u kihe 'uhinga 'o hono fakangofua kimautilo kemau fai homau ngaahi fatongia moe ngaue'aki homau ngaahi mafai moe ngaahi totonu he malumalu 'oe aleapau koeni; pe
- (i) any person with your prior written consent.
Ha taha mo ha'o 'uluaki tohi 'oku ke loto kiai.

1.16 STATEMENTS NGAAHI FAKAMATALA

ANZ will provide a statement for loans and facilities, when each statement is complete, or more often if required by either you or ANZ.

'E 'oatu he'e ANZ ha fakamatala kihe 'u no, he taimi 'e kakato ai ha fakamatala, pe toe lahi ange ka fiema'u 'e koe pe koe ANZ.

You must carefully review your statements so you are aware of the status of your account. If you believe there are errors or unauthorised transactions shown on your statement, you must contact ANZ as soon as possible.

Kuopau keke vakai'i fakalelei ho'o ngaahi fakamatala keke 'ilo e tu'unga ho'o 'akauni. Kapau 'oku ke tui 'oku 'iai ha ngaahi fehalaaki pe ha ngaahi fehu'aki pa'anga na'e 'ikai fakangofua 'aia 'oku ha 'i ho'o fakamatala, kuopau keke fetu'utaki kihe ANZ he faingamalie vave taha.

1.17 NOTICES NGAAHI FANONGONONGO

How ANZ gives you notice 'Oku anga fefee hano 'oatu he'e ANZ ha fanongonongo

ANZ can send a written notice, statement or demand for payment to you by sending it by post, facsimile or similar facility to your residential or business address or by leaving it at that address. ANZ can use the last address it has recorded for you. If you change your name or address, you must let ANZ know as soon as possible. If there is more than one person who is party to this loan or facility, any notice, statement or demand will be given to each one of you at your residential or business address.

'E 'oatu he'e ANZ ha fanongonongo faitohi, fakamatala pe kouna ke fai atu ha totongi kia koe 'i hano meili atu, fekisimili pe koha ngaue tatau ki ho tu'asila 'api nofo'anga pe pisinisi pe ko hono tuku kihe tu'asila koia. 'E ngaue'aki he'e ANZ e tu'asila fakamuimui taha na'e lekooti 'ia koe. Kapau teke liliu ho hingoa pe tu'asila, kuopau keke fakaha ke 'ilo he'e ANZ he faingamalie vave taha. Kapau 'oku lahi he tokotaha 'oku paati ki he no koeni, ko ha fanongonongo, fakamatala pe kouna 'e 'oatu kihe taha kotoa 'ia moutolu 'ihe tu'asila 'api nofo'anga pe pisinisi.

Where you have elected to receive notices or statements electronically and the account or facility allows electronic delivery of such information, ANZ will deliver these to you via ANZ's Internet Banking facilities (you must be registered for ANZ Internet Banking and have the account or facility linked to your Customer Registration Number ('CRN') to enable electronic delivery of this information).

'I hono fili koe keke ma'u e 'u fanongonongo pe fakamatala faka'ilekitulonika moe tohi mo'ua pe no'oku faka'ataa ke 'oatu ha fakamatala he 'ilekitulonika, 'E 'oatu he'e ANZ kia koe 'ihe no ANZ's Internet Banking (kuopau keke lesisita kihe ANZ Internet Banking pea 'oatu e tohi mo'ua pe no'o fakafehokotaki ki ho'o fika lesisita kositoma ('CRN') ke fakaivia e tufa faka'ilekitulonika 'a e fakamatala koeni).

A notice, statement or demand from ANZ will be considered to have been received by you:

Ko ha fanongonongo, fakamatala pe kouna mei he ANZ'e lau ia kuo ke 'osi ma'u.

- if left at your address, on the date delivered or the date it bears, whichever is the later;
kapau na'e tuku 'iho tu'asila, 'ihe 'aho na'e tufa pe koe 'aho na'e fai ai, koe ha pe na'e ki mui;
- if sent by post, on the date it would have been delivered in the ordinary course of post or the date it bears, whichever is the later; and
kapau na'e 'ave he meili, 'ihe 'aho na'e mei tufa ai he 'alunga 'oku tau maheni kiai 'oe meili pe koe 'aho na'e fai ai, ko ha pe na'e ki mui;
- if sent by facsimile or other electronic means, on the date it bears or the date the transmitting machine reports it was sent, whichever is the later.
Kapau na'e 'ave he fekisimili pe ha toe 'uhinga 'ilekitulonika, 'ihe 'aho na'e fai ai pe koe 'aho na'e lipooti ai he'e misini na'e 'ave, koe ha pe na'e ki mui;

A demand for payment can be signed by any officer of ANZ, or any agent authorised by an officer of ANZ. Any other form of notice or statement need not be signed, unless the law requires it.

Koe kouna ke fai ha totongi, ke fakamo'oni kiai ha fa'ahinga 'ofisa 'ihe ANZ pe fa'ahinga fakaofonga kuo fakamafai'i eha 'ofisa mei he ANZ. Ko ha fa'ahinga foomu fanongonongo pe

fakamatala he'ikai fiema'u ke fakamo'oni tukukehe kapau 'e fiema'u he'e lao.

A certificate signed by any officers of ANZ as to any amount of monies and liabilities from the time being due from you to ANZ under any loan or facility shall, in the absence of manifest error, be conclusive evidence as against you that such liabilities have been properly incurred with respect to the amount or amounts certified.

Koha setifikeiti kuo fakamo'oni kiai ha taha 'oe kau 'ofisa 'oe ANZ kiha fa'ahinga mahu'inga 'oha pa'anga moe 'u mo'ua mei he taimi koia 'aia kuo taimi keke totongi kihe ANZ he malumalu 'oha fa'ahinga no 'e, 'ihe 'ikai 'iai ha hala 'e e'a, koe fakapapau fakamo'oni ke fakafepaki'i koe koha ngaahi mo'ua kuo fakatupu fakalelei moe toka'i kihe mahu'inga pe ngaahi mahu'inga kuo fakamo'oni.

How you give ANZ instructions and notice Anga fefee ho'o 'oange kihe ANZ ha ngaahi fakamatala moe ngaahi fanongonongo

A notice that you give to ANZ must be signed by you or by your authorised representative unless otherwise agreed in writing with ANZ. You may give ANZ a notice by handing it in at any of our branches or by posting it to ANZ's address, as detailed at the back of this document. Your notice will be deemed to be received by ANZ when ANZ receives it.

Ko ha fanongonongo 'oku ke 'ave kihe ANZ kuo pau keke fakamo'oni ai pe ko ha taha na'a ke fakamafai'i kene fakaofonga'i koe tukukehe kapau na'e felotoi 'ihe faitohi moe ANZ. Teke ala 'ave kihe ANZ ha fanongonongo 'i hano 'oatu ia kiha taha 'o homau ngaahi va'a pe ko hano meili ia kihe tu'asila 'oe ANZ, 'aia 'oku fakaikiiki atu 'i mui 'ihe fakamatala koeni. Ko ho'o fanongonongo 'e pehee ke ma'u he'e ANZ 'ihe taimi 'e ma'u ai he'e ANZ.

If you give ANZ notice that is expressed to be, or must be read as, irrevocable, you are not able to revoke it and it binds you from the time you give it.

Kapau teke 'oange ha fanongonongo kihe ANZ 'aia 'oku fakaha ke, pe kuopau ke lau koe, 'ikai ala fakafoki, he'ikai teke lava ke fakafoki ia pea 'oku ne ha'i koe mei he taimi 'oku ke 'oatu ai.

Subject to the prior written approval of ANZ, you may give ANZ instructions or notices via facsimile, email or telephone. However, ANZ shall be entitled to refuse to accept such

instructions or notices, without explaining ANZ's reasons for doing so. If ANZ does accept instructions or notices by facsimile, email or telephone, then ANZ may conclusively rely upon them if the member of staff receiving such a notice believes at the time that they were given by you or on your behalf and are duly authorised, accurate and complete, notwithstanding that it may subsequently transpire that they are not so given or not duly authorised, accurate and complete, and notwithstanding that the confirmation subsequently received from you or any subsequent confirmation differs in any respect from such instructions or notices, and you shall keep ANZ fully indemnified from and against all actions, proceedings, claims, demands or losses which ANZ may incur or sustain by reason either directly or indirectly of acting on such instructions or notices.

Fakatatau kihe 'uluaki tohi fakangofua 'ae ANZ, teke lava 'oange ha 'u fakahinohino kihe ANZ pe 'u fanongonongo 'ihe fekisimili, 'imeili pe telefoni. Kaikehe, 'E totonu kihe ANZ kene faka'ikai'i kene tali ha ngaahi fakahinohino pe fanongonongo he fekisimili, 'imeili pe telefoni, pea 'e ala fakapapau e ANZ 'e falala kiai kapau koe memipa 'oe kau ngaue 'oku ne ma'u e fanongonongo, 'oku tui he taimi koia na'e 'oange meia koe pe kohao fakafofonga pea hange koia totonu na'a ne fakamafai'i, tonu pea kakato, pea neongo 'e ala ma'u 'amui mai mei koe pe koha fakapapau'i 'oku kehekehe 'amui 'iha fa'ahinga toka'i mei ha ngaahi fakahinohino pe ngaahi fanongonongo, pea kuopau keke toe totongi kakato mai e pa'anga kihe ANZ mei he, moe fehanganagai moe katoa e ngaahi ngaue, ngaahi hoko atu, ngaahi 'eke, ngaahi kouna pe ngaahi mole ne ne ala fakatupu he'e ANZ pe poupuu 'eha fa'ahinga 'uhinga pe fakahangatonu pe 'ikai 'oe ngaue 'iha ngaahi fakahinohino pe ngaahi fanongonongo.

Acknowledgement of your notice may be given by ANZ in writing, in person, facsimile transmission, email or telephone.

Fakamo'oni'i ho'o fanongonongo 'e ala 'oatu he'e ANZ 'iha faitohi, pe 'iha taha, fakisimili, 'imeili pe telefoni.

You authorise ANZ to record electronically any conversations between you and ANZ and such recording or transcripts of recordings may be produced as evidence in any proceedings.

'Oku ke fakangofua e ANZ ke lekooti 'ilekitulonika ha fa'ahinga fepotalanoa'aki 'i ho vaha'a moe ANZ pea koe lekooti pe hiki 'oe 'u lekooti 'e ala ngaue'aki koe fakamo'oni 'iha fa'ahinga hopo.

1.18 TRANSFER OF ANZ'S RIGHTS 'AVE 'OE NGAahi TOTONU 'AE ANZ

ANZ may, without telling you or obtaining your consent:

'E ala ta'e talaatu pe ma'u ho'o loto;

- assign any of its rights under this contract; and
tuku ha fa'ahinga 'o 'ene ngaahi totonu he malumalu 'oe aleapau koeni; moe
- give information about this contract and your obligations under it to any assignee of ANZ's rights under this contract, or anyone who is considering becoming an assignee.
'oatu ha fakamatala fekau'aki moe aleapau koeni pea mo ho ngaahi fatongia 'i hono malumalu kiha taha kuo tuku kiai e ngaahi totonu 'ae ANZ he malumalu 'oe aleapau koeni, pe ko ha taha kuo pehee kuo hoko koha taha kuo tuku kiai e totonu.

1.19 WAIVER TUKUANGE

The rights that ANZ has under these Terms and Conditions cannot be waived except by ANZ giving you written notice waiving the particular right.

In particular:

Koe ngaahi totonu 'oku ma'u he'e ANZ he malumalu 'o e Ngaahi Makatu'unga he'ikai tukuange tukukehe ka fanongonongo faitohi atu e ANZ 'o tukuange ha fo'i totonu.

'Ihe fakaikiiki:

- a. ANZ does not waive any right that ANZ has in connection with this Agreement merely because ANZ does not exercise it, or does not exercise it as soon as it can;
He'ikai tukuange he'e ANZ ha'ane fa'ahinga totonu 'ihe fekau'aki moe Aleapau 'ata'ataa koeni koe'uhi 'oku 'ikai ngaue'aki ia he taimi 'e malava ai;
- b. if ANZ exercises a right once or partly, it does not mean that ANZ cannot exercise that right again or other rights; and

Kapau'e ngaue'aki he'e ANZ ha totonu tu'o taha pe fakakongokonga, he'ikai 'uhinga ia he'ikai toe ngaue'aki he'e ANZ 'ae totonu kotoa pe ha fa'ahinga totonu; moe

- c. the rights and remedies herein are cumulative and not exclusive of any rights and remedies provided by law.
- Koe ngaahi totonu moe ngaahi me'a ke toe fakalelei 'aki 'aia 'oku hu'u fakataha pea 'ikai fakakau 'iha fa'ahinga totonu moe ngaahi me'a ke toe fakalelei 'aki 'oku 'oatu he'e lao.

1.20 CHANGES TO TERMS AND CONDITIONS

NGAAHI LILIU KIHE NGAAAHI MAKATU'UNGA

To the maximum extent permitted by law, ANZ can vary any of the following:

Kihe lahi taha 'oe fakaloloa e ngofua he'e lao, 'E malava he'e ANZ ke liliu ha ni'ihia he ngaahi me'a ni:

- the dates on and frequency with which interest will be charged or debited, and the method of calculating interest. However, no such change will be made during any fixed interest rate period;
koe 'u 'aho 'ihe pea fa'a moe fe tupu 'e totongi pe mo'ua moe founa hono fika'i e tupu. Kaikehe, he'ikai ha liliu 'e fai he taimi 'oha fa'ahinga totongi tupu tu'upau.
- the manner in which interest is to be paid or charged;
koe anga 'o e tupu 'l hono totongi pe tohi mo'ua;
- the name of any reference rate;
koe hingoa 'oha totongi tuku atu;
- the amount, method of calculation, frequency, manner of payment and number of the repayments, together with the dates on which they are to be paid;
koe mahu'inga, founa hono fika'i, tu'o lahi, anga 'oe totongi moe lahi 'oe 'u totongi, fakataha moe 'u 'aho 'aia 'oku totonu ke totongi ai;
- the excess interest rate which applies to the loan or facility if the credit limit is exceeded; and
koe totongi hulu 'ihe tupu 'aia 'oku ngaue'aki kihe no kapau koe limiti 'oe pa'anga 'oku hulu atu; pea

- the minimum amount that can be withdrawn from a continuing credit facility.
Koe si'isi'i taha he mahu'inga 'e lava ke toho mei ha toutou no pa'anga.

ANZ will give not less than 30 days written notice of any such variation.

'E 'oatu he'e ANZ 'o 'ikai toe si'i hifo he 'aho 'e 30 ha tohi fanongonongo 'oha fa'ahinga liliu.

1.21 AVAILABILITY OF FUNDS

FAKAFANGAMALIE'I 'OE PA'ANGA

Before any funds are made available you must:

Kimu'a pea fakafaingamalie'i ha pa'anga kuopau keke:

- accept your Letter of Offer. If there is more than one person who is party to the loan or facility, each party must individually accept your Letter of Offer;
tali ho'o Tohi Tali 'oe No. Kapau 'oku lahi 'ihe tokotaha 'oku nau fekau'aki moe no, koe paati kotoa kuopau kenau tali tahataha ho'o Tohi Tali 'oe No;
- make sure that any new security documents that are required by your Letter of Offer are signed;
'ai ke pau koha fa'ahinga pepa malu'i 'oku fiema'u 'e ho'o Tohi Tali 'oe No ke fakamo'oni;
- arrange any new insurance required by your Letter of Offer and give a copy of the policy to ANZ;
fakahoko ha fa'ahinga malu'i fo'ou 'oku fiema'u 'e ho'o Tohi Tali 'oe No pea 'ave ha tatau 'oe tohi fakamo'oni malu'i ki he ANZ;
- complete a disbursement order, if this is required by your Letter of Offer;
fakakakato ha fokotu'utu'u ha tufa ha pa'anga, kapau 'oku fiema'u 'e ho'o Tohi Tali 'oe No;
- meet any other requirements as set out in your Letter of Offer; and
fakahoko ha toe fa'ahinga fiema'u 'oku fokotu'u atu 'i ho'o Tohi Tali 'oe No; pea

- meet any other condition precedent as detailed in your Letter of Offer.

Fakahoko ha toe fa'ahinga makatu'unga ke sipinga 'aki ha me'a na'e hoko kimu'a 'aia 'oku fakaha atu 'i ho'o Tohi Tali 'oe No.

ANZ must also be satisfied that:

Kuopau ke fiemalie e ANZ ke:

- the documentation complies with legal requirements; koe ngaahi tohi ngaue 'oku fenapasi moe ngaahi fiema'u fakalao;
- you have received all statements and information required by law; kuo ke ma'u kotoa e ngaahi fakamatala 'oku fiema'u he'e lao;
- no event of default has occurred; he'ikai hoko ha fa'ahinga me'a na'e hoko;
- any required guarantee or security has been provided and that any guarantor has obtained independent legal and financial advice to ANZ's satisfaction; and ha fa'ahinga fiema'u malu'i pe ha me'a malu'i kuo 'oatu pea kiha kaunga malu'i no kuo ma'u tau'ataina fakalao moe fale'i fakapa'anga ki he fiemalie 'ae ANZ; moe
- if you or a guarantor is a trustee of a trust, that all trust requirements have been properly met.

Kapau ko koe pe ha kaunga malu'i no koha talasiti 'oha falala'anga, koe kotoa e fiema'u falala'anga kuo fakahoko lelei.

1.22 ACCEPTING YOUR LETTER OF OFFER KO E TALI HO'O TOHI TALI 'OE NO

To accept the offer you must do either of the following within 14 days of the date of disclosure or by the Acceptance Period, (if one is specified) whichever is earlier, appearing on the Letter of Offer:

Ke tali e tu'uaki kuo pau keke fai ha taha 'oe'u me'a ni'i loto he 'aho'e 14 'ihe 'aho'oku fakaha atu pe 'ihe vaha'a taimi na'e tali ai, (kapau 'oku fakaha atu ha taha) koe fe pe'e mu'a, 'asi 'i he Tohi Tali 'oe No;

- sign the copy of your Letter of Offer marked fakamo'oni he tatau 'o ho'o Tohi Tali 'oe no 'aia 'oku maaka'i
- 'Original to Sign' and return the signed copy to ANZ; or 'Fakamo'oni he Tohi Tali 'oe no pea fakafoki mai ha tatau kihe ANZ; pe
- fulfil the requirements described in your Letter of Offer as indicating acceptance.

Fakakakato e ngaahi fiema'u 'oku fakaha atu 'i ho'o Tohi Tali 'oe No 'aia 'oku fakaha ai 'oku tali.

If you do not accept a loan or facility offer within 14 days or by the Acceptance Period, whichever is sooner, but decide later you would like to accept it, you can contact your ANZ branch to request an extension of the Acceptance Period.

Kapau 'oku 'ikai keke tali e no 'oku 'oatu 'i loto he 'aho'e 14 pe koe vaha'a taimi 'oku tali ai, ko fe pe 'oku vave mai, ka tali 'amui teke fie tali nai, keke fetu'utaki kiha va'a ANZ ke kole ha fakaloloa 'oe vaha'a taimi tali.

A second copy of your Letter of Offer marked 'Copy to Keep' is yours to keep along with this booklet.

Ko e tatau hono ua ho'o Tohi Tali 'oe No, 'aia 'oku maaka'i koe 'tatau ke tauhi' ko koe ia keke tauhi fakataha moe ki'i tohi ni.

1.23 DISRUPTION TO SERVICE KOE MAUMAU HE NGAUE

A disruption is where a service is temporarily unavailable or where a system or equipment fails to function in a normal or satisfactory manner.

Koe maumau koha ngaue'oku tu'u fakataimi pe koha sisitemi pe me'a ngaue'oku 'ikai malava ke faifatongia he angamaheni pe 'iha tu'unga fakafiemale.

To the maximum extent permitted by law, ANZ will not be liable for any loss or damage, including consequential loss or damage, suffered because of a disruption to service. This disclaimer of liability does not apply to electronic banking transactions (see the section at the end of this booklet about the conditions which apply to those transactions). This disclaimer is in addition to, and does not restrict, any other provisions contained in these Terms and Conditions which limit ANZ's liability.

Kihe lahi taha'oku faka'ataa he'e lao, he'ikai ke ngofua kihe ANZ kiha fa'ahinga mole pe maumau, kau ai e fakahokohoko e mole pe maumau, faingata'ia koe 'uhi koha maumau he ngaue. Koe faka'ata'ataa 'oe mo'ua'oku 'ikai 'uhinga ia kihe fengaue'aki fakapangike faka'ilekitulonika (vakai kihe kongia 'i mui he ki'i tohi ni fekau'aki moe ngaahi makatu'unga 'aia'oku 'uhinga kiai e ngaahi fehu'aki pa'anga). Koe faka'ata'ataa koeni 'oku tanaki kiai, pea 'oku 'ikai fakataputapui, ha fa'ahinga kupu 'oku kau 'ihe Ngaahi Makatu'unga 'aia'oku fakangatangata kihe mo'ua e ANZ.

1.24 WITHHOLDING TA'OFI

ANZ may be required to withhold on payments to certain account holders, and pass such amounts to a local or foreign government agency or revenue authority, by law or under an agreement with such authorities.

'E ala fiema'u he'e ANZ ke ta'ofi ha ngaahi totongi kiha taha pau'oku 'iai ha'ane 'akauni, pea ne 'ave ha ngaahi mahu'inga kiha fakafongia pule'anga pe ma'umafai kihe pa'anga fakalotofonua pe i tu'apule'anga, 'ihe lao pe malumalu 'oha aleapau mo ha fa'ahinga ma'u mafai.

If at any time any local or foreign government agency or revenue authority requires ANZ to make a deduction or withholding on any payment due to you, you agree to immediately reimburse ANZ for the amount of any such deduction or withholding, including authorising ANZ to deduct such amounts from your account. You will indemnify ANZ against any loss ANZ suffers or cost ANZ incurs as a result of such deduction or withholding.

Kapau 'iha taimi koha fakafongia pule'anga pe ma'u mafai kihe pa'anga fakalotofonua pe i tu'apule'anga tene fiema'u kihe ANZ ke fai ha to'o pe ta'ofi 'iha fa'ahinga totongi kuo taimi ke fai kia koe, pea ke loto ke totongi fakafoki leva he vave taha kihe ANZ kiha mahu'inga na'e to'o pe ta'ofi, kau kiai mo hono fakangofua e ANZ ke to'o e ngaahi mahu'inga mei ho'o 'akauni. Teke totongi mai e pa'anga kihe ANZ kiha fa'ahinga mole na'e tuku kihe ANZ pe totongi kihe ANZ na'e fakatupu ko ha ola 'oha to'o pe ta'ofi.

1.25 CHANGES IN GOVERNMENT REQUIREMENTS

NGAahi LILIU HE FIEMA'U 'AE PULE'ANGA

This section applies if:

Koe kongā eni 'oku 'uhinga kapau:

- (a) after the date of your Letter of Offer, there is:
- 'ihe 'osi 'ae 'aho ho'o Tohi Tali 'oe No, 'oku 'iai:
- (i) a change in government requirement or a new government requirement (whether or not having the force of law);
- koha liliu 'ihe fiema'u 'ae pule'anga pe koha fiema'u 'aha pule'anga fo'ou (pe 'oku 'ikai 'iai e mafai e lao);
- (ii) a change in a tax or a new tax (for the purposes of this section 'tax' includes duties but does not include a tax on ANZ's net income in the normal course of ANZ's business); or
- koha liliu 'ihe tukuhau pe koha tukuhau fo'ou (kihe ngaahi fakataumu'a kihe kongā koeni 'tukuhau' fakakau kiai e ngaahi tute ka 'oku 'ikai kau ai ha tukuhau he toenga pa'anga humai 'ae ANZ 'ihe tu'unga lolotonga 'oe fakahoko fatongia 'ae ANZ); pe
- (iii) a change in the interpretation of a government requirement or a tax that affects loans or facilities of the kind contemplated in your Letter of Offer; and
- koha liliu 'ihono liliu lea 'oha fiema'u 'ae pule'anga pe koha tukuhau tene uesia e no pe tatau moia oe 'amanaki 'i ho'o Tohi Tali 'oe No; moe
- (b) its effect is, in ANZ's opinion, directly or indirectly;
- ko hono uesia koe, 'ihe vakai hangatonu pe 'ikai 'ae ANZ:
- (i) to increase the cost to ANZ of providing or maintaining the loan or facility or of providing funds under it;
- ke fakalahi e totongi kihe ANZ 'oe 'oatu pe koe pukepuke 'oe no pe koe 'oatu e pa'anga 'i hono malumalu;

- (ii) to reduce the effective rate of return to ANZ (whether on capital, assets, deposits or otherwise) on the loan or facility. For the purposes of this section 'tax' includes duties but does not include a tax on ANZ's net income in the normal course of ANZ's business; or
- ke fakasi'isi'i 'ae 'aonga 'oe totongi fakafoki kihe ANZ (pe koe sino'i pa'anga, ngaahi koloa, 'u fakahu pa'anga pe kapau 'oku 'ikai) 'ihe no. Kihe ngaahi 'uhinga 'ihe kongā koeni 'tukuhau' kau ai e ngaahi tute ka 'oku 'ikai kau ai ha tukuhau 'ihe toenga pa'anga humai 'ae ANZ 'ihe tu'unga lolotonga 'oe faifatongia 'ae ANZ; pe
- (iii) to require ANZ to make a payment or to forgo or suffer a reduction in a return on or calculated by reference to any amount payable to it under this Agreement; and
- koe fiema'u kihe ANZ ke fai ha totongi pe ke tukuangē pe tuku ha to'o 'iha fakafoki pe fika'i 'ihe fakahokohoko kiha fa'ahinga mahu'inga ke totongi atu kiai he malumalu 'oe Aleapau koeni; pea
- (c) in that event, you agree to pay to ANZ, on demand, the amount calculated by ANZ as necessary to compensate ANZ for the increase in cost or reduction in rate, attributable directly or indirectly to the changes set out in sub-section (a) above. The amount payable will be calculated by ANZ from the day when it first incurred the costs or suffered the reduction.
- 'ihe me'a koia, 'oku ke loto ke totongi kihe ANZ, 'ihe kouna, 'ae mahu'inga na'e fika'i he'e ANZ 'oku totonu ke totongi huhu'i e ANZ kihe fakalahi 'ihe totongi pe fakasi'isi'i 'ihe totongi, tuku hangatonu pe 'ikai kihe ngaahi liliu 'oku fokotu'u atu 'ihe kongā si'i (a) 'i olunga. Koe mahu'inga 'e totongi atu 'e fika'i ia he'e ANZ mei he 'aho na'e fakaha atu ai 'e 'u mahu'inga pe na'e faingata'ia he to'o.

1.26 CHANGES IN THE LAW NGAAHI LILIU HE LAO

If ANZ gives you notice that, in ANZ's opinion, it has become illegal in a jurisdiction or otherwise impracticable for ANZ to continue to make the loan or facility available, ANZ's obligations in relation to the loan or facility will terminate and you shall on written demand by ANZ repay within the time period permitted all advances outstanding under the loan or facility, together with accrued interest thereon (calculated at the applicable rate or rates) and all other sums payable under this Agreement.

Kapau 'e 'oatu he'e ANZ ha fanongonongo, 'ihe vakai 'ae ANZ, kuo hoko'o ta'e fakalao 'iha ma'u mafai pe kapau 'oku 'ikai ta'e ala fai kihe ANZ ke hokoatu hono faka'ataa atu 'oe no, Koe ngaahi fatongia 'oe ANZ he'ene fekau'aki moe no'e fakata'e'aonga'i pea kuo pau 'ihe kouna'i faitohi he'e ANZ ke totongi 'ihe vaha'a taimi na'e ngofua ke tuku kotoa atu ai e 'u pa'anga 'ihe malumalu 'oe no pe fakataha moe lahi fau e tupu ai. (na'e fika'i 'ihe pa'anga moe ngaahi pa'anga taau) pea moe kotoa e 'u mahu'ingga 'oku totongi atu he malumalu 'oe Aleapau koeni.

Such a situation could arise because of:

Koha tu'unga 'oku tupu koe'uhi koe:

- (a) a change in a government requirement or a new government requirement;
koha liliu 'iha fiema'u 'ae pule'anga pe koha fiema'u ha'a pule'anga fo'ou;
- (b) change in the law, written or unwritten, or a new law; or
koe liliu 'ihe lao, tohi pe ta'e tohi, pe ko ha lao fo'ou; pe
- (c) a change in the interpretation of a government requirement or law.
Koha liliu 'ihe liliu lea 'oha fiema'u 'aha pule'anga pe lao.

1.27 MARKET DISTURBANCE FAKAHOHA'A HE MAKETI

If in respect of any proposed or existing advance of a particular currency ANZ is of the view that:

Kapau 'ihe toka'i 'oha fa'ahinga fokotu'utu'u pe no lolotonga 'iha kalenisia 'aia 'oku vakai e ANZ 'oku:

- (a) the relevant funds are not readily available to ANZ; or
koe ngaahi pa'anga 'oku te'ekiai kamata maaui kihe ANZ; pe
- (b) adequate and fair means do not exist for ascertaining the interest rate for the loan or facility;
koe fe'unga moe taau 'oku 'uhinga 'oku te'eki 'iai ke fakapapau'i koe pa'anga tupu kihe no;

The advance of a particular currency will not be made and if any advance in the aforesaid currency has been made, you shall on demand prepay the advance together with the accrued interest and all other sums payable under the loan or facility to ANZ.

Koe no 'iha kalenisia makehe he'ikai ngaue'aki pea kapau 'iha fa'ahinga no 'ihe kalenisia ne 'osi lau kiai kuo fai, kuopau keke tomu'a totongi 'iha kouna, 'ae no fakataha moe lahi fau e tupu moe kotoa e 'u mahu'ingga totongi atu he malumalu 'oe no kihe ANZ.

1.28 LAW AND JURISDICTION LAO MOE MAFAI

- (a) The Agreement is governed by the law in force in the jurisdiction where ANZ's office is shown in your Letter of Offer.

Koe Aleapau 'oku pulekehea he'e malohi 'oe mafai fakalao 'aia 'oku ha ai e 'ofisi e ANZ 'i ho'o Tohi Tali 'oe No.

- (b) In relation to any proceedings about or in connection with your loan or facility or any security, ANZ, you and the Guarantor (where applicable) agree to submit to the non-exclusive jurisdiction of the courts that have jurisdiction under that law.

'I he'ene felave'i ki ha fa'ahinga hoko atu fekau'aki pe 'ihe felave'i mo ho'o no pe koha me'a malu'i, ANZ, ko koe moe kaunga Malu'i No ('aia 'oku taau) felotoi ke fakahu kihe 'ikai fakakau ai e mafai 'oe 'u fakamaau'anga 'oku 'iai e mafai he malumalu 'oe lao.

- (c) When an action is commenced in the jurisdiction where ANZ's office is shown in your Letter of Offer, it is agreed that no party shall object to such procedures and rules employed by the courts of that jurisdiction for hearing any action raised and that no references shall be made to laws and procedures emanating from a foreign court. For this purpose, all notices, services of writs, summonses or court documents relating to proceedings shall be deemed served if served on the address of the party indicated in this Agreement or at the last known address indicated. This section shall not prejudice the right of parties to effect service by other means permitted by law.

'I he kamata ha fo'i ngaue 'ihe mafai, 'aia 'oku ha ai e 'ofisi ANZ 'i ho'o Tohi Tali 'oe No, 'oku 'osi felotoi he'ikai ha paati 'e ta'e loto kihe ngaahi founa moe 'u tu'utu'uni 'oku ngaue'aki he'e 'u fakamaau'anga 'oe mafai, ke fanongo kiha ngaue 'e 'ohake pea 'e ikai ha fakaongoongo lelei 'e fai kihe 'u lao moe ngaahi founa, tupu mei ha fakamaau'anga muli. Kihe 'uhinga koeni, koe ngaahi fanongonongo, ngaahi ngaue 'ae tohi fekau, ngaahi hiki tikite pe koha ngaahi pepa fakamaau'anga 'aia 'oku nau felave'i moe hoko atu, 'e pau ke lau na'e tufa kapau na'e tufa 'ihe tu'asila 'oe paati, 'aia na'e ha he Aleapau koeni pe koe tu'asila faka'osi na'e ha. Koe kongu koeni he'ikai hehema ke fehi'a kihe totonu 'ae ngaahi paati ke lave'i e ngaue 'iha toe ngaahi 'uhinga 'oku faka'ataa he'e lao.

1.29 FORCE MAJEURE

- (a) ANZ shall not be liable for any delay in performance and/or non-performance of any of its obligations under any loan or facility or in any transaction between you and ANZ or for any losses caused by the occurrence of any contingency beyond the reasonable control of ANZ including, but not limited to:

He'ikai ngofua kihe ANZ kiha fa'ahinga toloi 'ihe fai fatongia moe/pe e ta'e fai ha taha hono ngaahi fatongia he malumalu ha fa'ahinga no pe ha fa'ahinga fehu'aki pa'anga 'ihe ho va moe ANZ pe koha fa'ahinga mole na'e tupunga mei he hoko ha fa'ahinga me'a ta'e amanekina mama'o atu mei he pule fe'unga 'ae ANZ fakakau ai, ka 'oku 'ikai fakangatanga kia:

- (i) breakdown or failure of transmission of communication facilities; and
maumau pe ta'e malava 'oe fe'ave'aki 'oe 'u fakamatala no; moe
- (ii) sabotage, insurrection, riot or other civil disobedience, coup, act of a public enemy, failure or delay in transportation, act of any government or agency or subdivision thereof, judicial action, labour dispute, accident, fire, explosion, flood, storm or other natural cause, a shortage of labour, fuel, raw material or machinery or technical failure.

Maumau he fakakaukau kaka, angatu'u, fakamoveuveu pe ha toe talangata'a sivile, kuu, ngaue 'aha fili fakapule'anga, ta'emalava pe toloi he fefononga'aki, ngaue ha fa'ahinga pule'anga pe fakafofonga pe vahe si'i 'iai'o, ngaue kau kihe fakamaau, fakakikihi ngaue, fakatu'utamaki, vela, pa, tafea, afaa pe ha toe fakatupunga mei natula, koha nounou fakakaungae, lolo, me'a mat ape misini pe to nounou fakatekinikale.

- (b) ANZ may, in its sole discretion and without liability to you, cancel any loan or facility if its performance is delayed or rendered impossible due to the occurrence of any such contingency.

'E malava he'e ANZ, kongokonga pe moe 'ikai ha mo'ua kia koe, kaniseli ha fa'ahinga no kapau 'oku tomui hono fakahoko pe 'oku 'oatu faingata'a tupunga mei ha hoko ha fa'ahinga me'a'e hoko nai.

1.30 DISPUTE RESOLUTION SCHEMES

NGAAHI FILIO'I FAKAKIKIHI FAKAPAPAU

Making a complaint fai ha launga

If ANZ makes a mistake, or ANZ's service doesn't meet your expectations, ANZ wants to know. For the fastest possible resolution to your complaint call ANZ on (676) 20 500, or talk to staff at your local ANZ branch.

Kapau 'e fai he'e ANZ ha fehalaaki pe ko ha to nounou he faifatongi 'ae ANZ 'ikai fetaulaki ia mo ho'o 'amanaki, 'oku fiema'u he'e ANZ kenau 'ilo. Ki he vavetaha ha faingamalie ke fai tu'utu'uni ki ho'o launga ta kihe ANZ he (676)20 500, pe talanoa ki he kau ngaue he va'a ANZ fakalotofonua.

ANZ Customer Advocate Koe fale'i fakalao 'ae kasitoma 'ae ANZ

If your complaint isn't resolved to your satisfaction, you can ask to have it reviewed by ANZ's Customer Advocate who will provide a free review of more difficult complaints to help achieve a prompt solution.

Kapau he'ikai solova ho'o launga ki ho'o fiemalie, teke lava o kole ke toe fai ha sio kiai 'ae fale'i fakalao 'ae kasitoma 'ae ANZ 'aia tenau 'oatu 'ae vakai tau'atina 'oe ngaahi launga faingata'a ke tokoni ki hono ma'u ha mo'oni.

Contact details: Fakaikiiki e ngaahi fetu'utaki

ANZ Customer Advocate
Tel: (676) 20 500
Fax: (676) 23 870

Kasitoma fokotu'u 'ae ANZ
Tel: (676) 20 500
Fax: (676) 23 870

1.31 IF YOU ARE IN FINANCIAL DIFFICULTY

KAPAU 'OKU KE FAINGATA'IA FAKAPA'ANGA

You should inform ANZ as soon as possible if you are in financial difficulty. If you have an ANZ credit card or other ANZ loan account, ANZ will, with your agreement, try and help you overcome your difficulties with your loan or facility, including for example, developing a repayment plan.

'Oku tonu keke fetu'utaki kihe ANZ he vave taha kapau 'oku ke faingata'ia fakapa'anga. Kapau 'oku 'iai ha'o ANZ kuletiti kaati pe ha toe 'akauni no ANZ, 'E lava he'e ANZ, mei ho'o aleapau, feinga ke tokoni atu ki hono ikuna'i ho ngaahi faingata'ia 'i ho'o no, kau ai 'o fakatataa 'aki eni, langa fakalalakaka ha palani totongi.

1.32 ANTI-MONEY LAUNDERING AND SANCTIONS

FEHI'A KIHE PA'ANGA 'ULI MOE NGAAHI MALOHI'ANGA

- (1) You agree that ANZ may delay, block or refuse to process any transaction without incurring any liability if we suspect or have reasonable grounds to suspect that:
 - 'Oku ke loto ke ala toloi he'e ANZ, poloka pe 'ikai tali ke fakahoko ha fa'ahinga fehu'aki pa'anga o 'ikai fakaha ha fa'ahinga mo'ua kapau 'oku mau mahalalo pe 'oku 'iai 'e mau tu'unga 'uhinga lelei ke mahalalo 'oku
- (a) The transaction may breach any law;
 - Koe fehu'aki pa'anga 'e malava kene maumau'i ha fa'ahinga lao;
- (b) The transaction involves or may involve any person (natural, corporate, governmental, trust, partnership or any other person) that is itself sanctioned or is connected, directly or indirectly, to any person that is sanctioned under economic and trade sanctions imposed by any supra-national organization, official body, the United States, the United Nations, the European Union or any country; or
 - Koe fehu'aki pa'anga 'oku kau pe 'e ala kau ha fa'ahinga taha (natula, kautaha, fakapule'anga, talasiti, kaunga pisinisi pe ha toe taha) koia 'iate ia pe 'oku fakangofua

pe'oku fakahoko, hangatonu pe 'ikai, kiha taha 'oku fakangofua he 'ekonomika moe fefakatau'aki koe fakangofua 'eha fa'ahinga supra-national organization, sino 'ofisiala, 'Amelika, 'U Fonua Fakatahataha koe Lunioni 'a 'lulope pe ha toe fonua; pe

- (c) The transaction may directly or indirectly involve the proceeds of, or be applied for the purposes of, conduct which is unlawful in any country.

Koe fehu'aki pa'anga 'e ala hangatonu pe ta'e hangatonu kau ai e hoko atu 'oe, pe ke ngaue'aki kihe ngaahi 'uhinga kihe, taki 'aia 'oku ta'e fakalao 'iha fa'ahinga fonua.

- (2) You must provide all information to ANZ which we reasonably require in order to manage our money-laundering, terrorism-financing or economic and trade sanctions risk and to comply with any laws in relation to these.

Kuopau keke 'omai e 'u fakamatala kihe ANZ 'aia temau fiema'u 'uhinga ke lava ke pule'i 'emau pa'anga 'uli, pa'anga fakatautoitoi pe 'ekonomika moe fakatu'utamaki e fakangofua 'oe fefakatau'aki pea ke tali ha fa'ahinga lao 'oku fekau'aki mo 'eni.

- (3) Unless you have disclosed that you are acting in a trustee capacity or on behalf of another party, you warrant that you are acting on your own behalf in entering into this agreement. If you are acting on behalf of another party (such as a trustee), you agree to provide the details of the beneficial owner of the funds to ANZ, as may be required by ANZ from time to time.

Tukukehe kapau 'oku 'iai ha'o fakaha atu 'oku ke fakafongonga'i ha lahi e ala talasiti pe koe fakafongonga 'oha paati 'e taha, 'oku ke tohi fakamafai 'oku ke fakafongonga'i pe koe ke hu kihe aleapau koeni. Kapau 'oku ke fakafongonga'i ha paati 'e taha (hange koe talasiti), 'oku ke loto ke 'omai e ngaahi fakaikiiki 'oe 'aonga e taha ha'ana 'ae pa'anga kihe ANZ, 'e ala fiema'u he ANZ mei he taimi kihe taimi.

- (4) You declare and undertake to ANZ that the processing of any transaction by ANZ in accordance with your instructions will not breach any laws.

'Oku ke fakamatala mo tu'uaki kihe ANZ ko hono teuteu 'oha fa'ahinga fehu'aki pa'anga he'e ANZ fakatatau mo ho'o ngaahi fakamatala 'e 'ikai tene maumau'i ha fa'ahinga lao.

1.33 DATE OF ADVANCE (FULL SUM ADVANCE LOANS)

'AHO 'OE TOHO 'OE NO (KATOA E MAHU'INGA 'OE NO)

For full sum advance loans, you must draw down the full amount of the loan within six months of the date of any Letter of Offer for home loans, and within three months of the date of any Letter of Offer for personal loans, unless otherwise agreed by ANZ in writing. If the date of advance does not occur within this time period (or within any agreed extension of it), the contract will end and ANZ will not be obliged to advance the loan.

Kihe mahu'inga kakato 'oe pa'anga no, kuopau keke toho e mahu'inga kakato 'oe no 'i loto he mahina 'e 6 'ihe 'aho 'oha fa'ahinga Tohi Tali 'oe No kihe ngaahi no 'api, pea 'i loto he mahina 'e 3 'ihe 'aho 'oha fa'ahinga Tohi Tali 'oe No kihe no fakafaituitui, tukukehe kapau na'e loto kiai e ANZ 'iha faitoahi. Kapau koe 'aho 'oe toho e pa'anga ne 'ikai hoko 'i loto he vaha'a taimi koia (pe 'i loto ha fa'ahinga felotoi fakalahi 'oia), koe aleapau 'e ngata pea 'e 'ikai tokoni 'ae ANZ ke toho 'ae no.

1.34 LOAN PURPOSE

TAUMU'A 'OE NO

You must not use the loan funds for any purpose other than that set out in your Letter of Offer without ANZ's prior written consent.

He'ikai teke ngaue'aki e pa'anga no ki ha fa'ahinga 'uhinga kehe mei he 'uhinga 'oku fakaha atu 'i ho'o Tohi Tali 'oe No 'ikai kau ai e mu'aki tohi faka'ataa 'ae ANZ.

1.35 LOAN DISBURSEMENT VAHEVAHE 'OE NO

The proceeds will be paid to you or as you direct. If you want ANZ to pay money elsewhere, you must advise ANZ to whom and in what amounts the proceeds are to be paid.

Koe hoko atu e totongi atu kia koe pe ko ha'ō fakahinohino. Kapau teke fiema'u e ANZ ke totongi ha pa'anga kiha feitu'u, kuopau keke fale'i 'ae ANZ pe ko hai pea koe ha e mahu'inga e hoko atu e totongi ke fai.

If you instruct ANZ to pay out an existing ANZ account, the amount you specify may be different to the final balance owed and the actual amount payable may only be determined at the time the account is paid out. You will be required to pay any shortfall to pay out the account.

Kapau teke fakahinohino e ANZ ke totongi atu kiha 'akauni ANZ lolotonga, koe mahu'inga teke fakaha'e ala kehekehe mei he palanisi fakakatoa 'oe mo'ua moe mahu'inga totonu na'e totongi 'e ala toki fakapapau 'ihe taimi koe 'akauni ke totongi atu. 'E fiema'u keke totongi ha fa'ahinga to nounou ke totongi atu kihe 'akauni.

If the amount you advise ANZ to pay is more than the final balance owed on the account, no interest will be paid on the surplus.

Kapau koe mahu'inga na'ake talaange kihe ANZ ke totongi 'oku lahi 'ihe palanisi fakakatoa 'oe mo'ua 'ihe 'akauni, 'e 'ikai ha tupu'e totongi he hulu.

1.36 DRAWDOWN CONFIRMATION FAKAPAPAU'I E TOHO 'OE NO

The annual percentage rate which initially applies to your loan will be determined at drawdown and confirmed in writing afterwards.

Koe totongi peseti fakata'u 'aia 'oku fakahu koe kole ki ho'ō no 'e fakapapau'i he 'aho toho moe fakamo'oni'i 'ihe faitohi 'amui.

1.37 SPECIFIC OBLIGATIONS NGAAHI FATONGIA MAHINO

When you accept your Letter of Offer, you will be agreeing to repay to ANZ by the end of the loan term, all principal, interest and any other amounts which are or become due under the loan.

'Ihe taimi 'oku ke tali ai ho'ō Tohi Tali 'oe No, teke 'oe teemi no, katoa e sino'i pa'anga, tupu mo ha fa'ahinga mahu'inga 'aia 'oku pe hoko koe mo'ua he malumalu 'oe no.

In addition, if any of the following three events occur, you must notify ANZ immediately:

Pea tanaki atu, kapau koha taha he ngaahi me'a 'e tolu koeni 'e hoko kuopau keke fakaha kihe ANZ he vave taha:

Occupancy of your home Kuo nofo'i ho 'api

If your loan purpose is to purchase a home as your personal residence and you no longer personally occupy the property.

Kapau koe taumu'a ho'ō no ke fakatau 'api ko hao nofo'anga fakafō'ituitui pea 'ikai keke toe nofo fakafō'ituitui he 'api.

Construction and occupancy of your home Langa moe nofo'i ho 'api

If construction of a home as your personal residence is not started within three years from the initial date of advance, or you no longer intend to personally occupy the property.

Kapau koe langa 'oha fale ko ho nofo'anga fakafō'ituitui pea 'ikai kamata 'i loto he ta'u 'e tolu mei he 'aho fakamo'oni 'oe toho 'oe no, pe 'oku 'ikai keke toe fakakaukau ke nofo'i e 'api.

Construction and use of investment property Koe Langa moe ngaue'aki e fakahu fakataumu'a 'ete koloa

If construction of a home as an investment property is not started within one year from the initial date of advance, or you no longer intend to use the property for residential investment purposes.

Kapau koe langa 'oha 'api koha fakahu fakataumu'a 'ete koloa 'oku 'ikai kamata 'i loto he ta'u 'e taha mei he 'aho fakamo'oni 'oe no, pe koe 'ikai keke toe fakakaukau ke ngaue'aki e koloa kihe fakahu fakataumu'a kihe nofo'anga.

ANZ may treat the occurrence of one of these events as a material adverse change.

‘E ngaue’aki he’e ANZ ‘ae hoko ‘oe taha ‘oe ngaahi me’a kuo hoko koe liliu lahi.

1.38 HOW INTEREST IS CALCULATED AND DEBITED ANGA HONO FIKA’I E TUPU MOE MO’UA

Interest is calculated on the unpaid daily balance of your loan. The rate applied each day is equal to your annual percentage rate applicable at the time, divided by 365. Your Letter of Offer advises how frequently interest will be debited, but you also need to be aware that:

‘oku fika’i e tupu ‘ihe palanisi ta’e totongi faka’aho ‘i ho’o no. Koe totongi ‘oku ‘ai faka’aho ‘oku tatau ia ki ho’o peseti totongi fakata’u ‘oku taau he taimi koia, vahevahe ‘aki e 365. Ko ho’o Tohi Tali ‘oe No ‘oku ne fale’i ‘a e anga hono fa’a tohi mo’ua atu e tupu, ka ‘oku tonu keke ‘ilo ‘oku:

- if any day on which interest is due to be debited (a ‘due date’) is not a business day, that interest will be debited on the next business day;
kapau ‘e ‘iai ha ‘aho ‘oku tonu ai ke tohi mo’ua e tupu (‘koe ‘aho ke ‘osi ai’) ‘oku ‘ikai koha ‘aho ngaue, koe tupu koia ‘e tohi mo’ua ‘ihe ‘aho ngaue hoko;
- if a due date falls on the 29th, 30th or 31st of a month which does not contain such a date, the due date will be the last day of that month;
Kapau ‘e hoko e ‘aho ke ‘osi ai he ‘aho 29, 30 pe 31 ‘oha mahina ‘aia ‘oku ‘ikai kau ha fa’ahinga ‘aho, koe ‘aho ‘osi koe ‘aho faka’osi ‘oe mahina koia;
- each time interest is debited, the period covered by the interest charge will include all days (for which interest has not been previously debited) up to and including the day before the due date;
koe taimi kotoa ‘oku tohi mo’ua ai e tupu, koe vaha’ataimi ‘oku kapui he’e totongi tupu ‘e kau ai kotoa e ‘u ‘aho (‘aia koe tupu na’e te’eki tohi mo’ua ki mu’a) a’u mai pea kau ai e ‘aho kimu’a he ‘aho ‘osi.

- when interest is debited after the due date, subsequent interest charges will be calculated as if the interest had been debited to your loan on the due date; and
he taimi e tohimo’ua ai tupu he ‘osi e ‘aho na’e ‘osi kiai, koe totongi tupu ki mui ni mai ‘e fika’i ‘o hange koe tupu na’e ‘osi tohi mo’ua ki ho’o no ‘ihe ‘aho na’e ‘osi kiai; moe
- when interest is debited, it will be added to the unpaid balance of your loan and accrue interest at the same rate and in the same way as the principal.
‘i he taimi ‘oku tohi mo’ua ai, ‘e tanaki ia kihe palanisi ta’e totongi ‘o ho’o no moe lahi fau e tupu ‘ihe ‘aho na’e hoko ai e liliu. Kapau na’e hoko eni, koe vilo ho’o totongi tupu ‘e toe kamata fo’ou mei he ‘aho koia.

If, after the loan term commences, you and ANZ agree to change the loan terms in any way, ANZ may debit any accrued interest on the day on which the change takes effect. If this occurs, your interest charging cycle will be restarted from that date.

Kapau, ‘ihe ‘osi e vaha’a taimi kamata ‘oe no, kuo ke felotoi moe ANZ ke liliu e vaha’a taimi no ‘iha fa’ahinga founa, ‘E malava ke tohimo’ua ha fa’ahinga hulu he tupu ‘ihe ‘aho na’e fai ai e liliu. Kapau ‘e hoko, ko ho’o totongi tupu ‘i he’ene vilo, e toe kamata mei he ‘aho koia.

1.39 LOAN REPAYMENTS NGAAHI TOTONGI NO

Repayments of principal and interest Ngaahi totongi 'oe sino'i no moe tupu

Generally, you have the following options for repayment of principal and interest:

Fakalukufua, 'oku ke ma'u e 'u fili koeni kihe totongi 'oe sino'i no moe tupu:

- by periodical payment from your nominated ANZ account; he totongi faka vaha'a taimi mei ho'o 'akauni ANZ kuo fokotu'u;
- by deposit using a coupon booklet; he fakahu ngaue'aki e tohi tatau kaponi;
- by periodical payment from another financial institution. He vaha'a taimi totongi mei ha toe feitu'u fakapa'anga kehe.

If, at any time, you want to change your selected repayment method, and as long as the loan is not in a fixed interest rate period, you can notify ANZ in writing.

Kapau, 'iha fa'ahinga taimi, 'oku ke fiema'u ke liliu ho'o founa totongi no na'e ngaue'aki, pea koloa pe koe no 'oku 'ikai 'iha taimi totongi tupu tu'upau, teke talamai kihe ANZ 'ihe faitohi.

Repayments during interest only periods Ngaahi totongi lolotonga e taimi tupu 'ata'ataa

During any interest only period, ANZ will debit your repayments to your nominated ANZ account.

Lolotonga ha taimi tupu 'ata'ataa pe, 'E to'o he'e ANZ ho ngaahi totongi mei ho'o 'akauni ANZ kuo fili.

Repayments will be automatically adjusted if there is a change in your annual percentage rate.

Koe ngaahi totongi no 'e 'otometiki pe hono fakatonutonu kapau 'oku 'iai ha liliu 'i ho'o totongi peseta fakata'u.

1.40 CHANGES TO REPAYMENTS OF PRINCIPAL AND INTEREST

NGAAHI LILIU KIHE 'U TOTONGI NO KIHE SINO'I NO MOE TUPU

Changes to repayment amounts before drawdown Ngaahi liliu kihe mahu'inga 'oe totongi kimu'a he 'aho toho

Repayment amounts are recalculated at the date of advance to take into account your annual percentage rate at that time. Please remember that if your annual percentage rate is determined by a reference rate – this reference rate may have changed after your Letter of Offer was prepared.

Ngaahi mahu'inga 'oe totongi no 'oku toe fika'i 'ihe 'aho 'oe toho 'oe no ke 'ave ki ho'o 'akauni 'a e totongi peseti fakata'u 'ihe taimi koia. Katakai manatu'i kapau ko ho'o totongi peseti fakata'u 'oku fakalotoa 'eha tu'unga totongi – koe tu'unga totongi koeni 'e ala liliu he 'osi hono teuteu'i ho'o Tohi Tali 'oe No.

Variable interest rate Loans Fa'a liliu e totongi tupu 'oe no

Variable interest rates can change at any time during the life of your loan and if this occurs, the amount of your repayments may need to change if you are to repay your loan within its agreed term.

Fa'a liliu e ngaahi totongi tupu tene liliu ha fa'ahinga taimi pe lolotonga e mo'ui ho'o no pea kapau 'e hoko 'eni, koe mahu'inga ho'o ngaahi totongi no 'e malava ke liliu kapau teke totongi ho'o no 'i he ngaahi makatu'unga na'e fai kiai e felotoi.

After any increase in your interest rate, ANZ can increase your repayments so they are sufficient to pay out the scheduled balance of your loan within the agreed term. ANZ will not automatically do this every time an interest rate change occurs. ANZ will give you no less than 30 days written notice of any repayment change made by ANZ.

He 'osi ha fakalahi 'i ho'o totongi tupu, 'E fakalahi he'e ANZ ho'o ngaahi totongi koe'uhi kenau lahi fe'unga ke totongi atu e palanisi kuo fokotu'utu'u 'i ho'o no 'ihe teemi felotoi. He 'ikai ke ngaue 'ate ia pe 'ae ANZ ke fai eni he taimi kotoa 'e hoko ai ha liliu kihe totongi tupu. 'E 'oatu he'e ANZ kia koe 'o 'ikai toe si'i hifo he 'aho 'e 30 'iha fanongonongo faitohi 'oha fa'ahinga liliu he totongi no na'e fai he'e ANZ.

1.41 REPAYING YOUR LOAN EARLY DURING A VARIABLE INTEREST RATE PERIOD

KOE TOTONGI HO'O NO KIMU'A LOLOTONGA E FA'A LILIU E TAIMI TOTONGI TUPU

If you decide to repay your loan early, you may contact ANZ to request the amount required to repay your loan on that day. The amount required to repay your loan is accurate for the day that it is provided by ANZ, and may vary depending on when you repay your loan.

Kapau teke fili ke totongi ho'o no kimu'a, kuopau keke fetu'utaki kihe ANZ ke kole ha mahu'inga e fiema'u ke totongi ho'o no ha'aho koia. Koe mahu'inga'oku fiema'u ke totongi ho'o no'oku tonu kihe'aho'oku'oatu ai he'e ANZ, pea'e ala liliu fakafalala he taimi teke totongi ai ho'o no.

1.42 ANZ'S RIGHT TO COMBINE ACCOUNTS

KOE TOTONU 'AE ANZ KE FAKATAHA'I HA NGAahi 'AKAUNI

ANZ can combine the balances of two or more of your accounts, even if the accounts are at different branches or in joint names. This may happen when one of your accounts is overdrawn or is in debit and another is in credit. This means that the credit balance in one account can be used to repay to ANZ the debit balance in another account. ANZ will promptly inform you if it has combined any of your accounts. You should not treat your accounts as combined unless ANZ has agreed to such an arrangement.

'E fakataha'i he'e ANZ'a e'u palanisi'o ha'o'akauni'e ua pe lahi hake, tatau aipe kapau koe'u'akauni'oku va'a kehekehe pe koe fehokotaki he ngaahi Hingoa. 'E ala hoko eni he taimi'oku toho ai o'ova ha'o'akauni pe'oku mo'ua kae kuletiti e taha ia. 'Oku'uHINGA eni koe palanisi kuletiti koe'akauni ia'e taha'e ngaue'aki ke totongi kihe ANZ e palanisi mo'ua'ihe'akauni'e taha. 'E fetu'utaki vave atu 'ae ANZ kia koe kapau'oku fakataha'i ha taha'oe ngaahi'akauni. 'Oua teke'ai ho'o ngaahi'akauni kenau fakataha tukukehe kapau'e loto e ANZ kiha fa'ahinga aleapau.

1.43 LATE PAYMENT FEE

KOE TOMUI E TOTONGI PA'ANGA

The Late Payment Fee is payable on:

Koe tomui e totongi pa'anga'oku totongia atu'ihe:

- Home Loans;
Ngaahi No'api;
- Residential Investment Loans; and
Fakahu fakataumua kihe no'Api Nof'anga; moe
- Personal Loans.
Ngaahi No fakafo'ituitui

If the whole or any part of any payment due has been unpaid for:

Kapau koe kotoa pe koha konga'oha fa'ahinga totongi ha totongi kuo'osi taimi ke totongi ka'oku te'eki ai ke totongi ia:

- 10 days or more for Home Loans, Residential Investment Loans and Personal Loans.
'aho'e 10 pe lahi hake kihe ngaahi No'Api, Ngaahi No Fakahu fakataumu'a kihe 'Api Nof'anga moe ngaahi No Fakafo'ituitui.

The Late Payment Fee is also charged every subsequent 30 days that the loan is in arrears.

Koe Totongi Tomui'oku toe hilifaki ki mui ni mai he'aho'e 30 kotoa pe'e'iai e mo'ua'ihe no.

LOANS FOR CONSTRUCTION PURPOSES:

NGAAHI NO FAKATAUMU'A KIHE LANGA:

1.44 DATE OF FIRST ADVANCE (PROGRESSIVELY DRAWN LOANS)

'AHO 'OE FUOFUA TOHO AI E NO (TOHO FAKALAKA E NO)

For progressively drawn loans, you must make the first drawdown within six months of the date of your Letter of Offer, unless otherwise agreed by ANZ in writing. If this date of first advance does not occur within this time (or within any agreed extension of it), the contract will end and ANZ will not be obliged to advance the loan.

Kihe toho no fakalaka, kuopau keke fai 'ae'uluaki toho 'i loto 'ihe mahina'e ono 'oe 'aho 'i ho'o Tohi Tali 'oe No, tukuhehe kapau na'e loto e ANZ kiai 'iha faitohi. Kapau koe 'aho 'oe 'uluaki toho 'oku 'ikai ke hoko 'i loto he taimi koeni (pe 'i loto ha toe felotoi ke fakaloloa), 'e fakangata e aleapau pea he'ikai fakamo'ua e ANZ ke toho 'ae no.

1.45 PROGRESS PAYMENTS LAKA KI MU'A HE NGAHI TOTONGI

Progress payments will only be advanced if:

Laka ki mu'a he ngaahi totongi 'e toki laka pe ki mu'a kapau:

- the funds you are contributing towards the purchase and construction of the property have already been used to meet these costs; and
koe ngaahi pa'anga 'oku ke tanaki kihe fakatau moe langa 'oe 'api kuo 'osi ngaue'aki ke fakafetaulaki moe ngaahi totongi ko'eni; pea
- the progress payment is due and payable under your building contract; and
koe laka ki mu'a he totongi 'oku keke totongi pea totongi atu he malumalu ho'o aleapau langa; pea
- documentary evidence.
Tohi 'oku ngaue'aki koha fakamo'oni

To obtain the final progress payment, you must provide with your request:

Ke ma'u 'a e totongi laka ki mu'a faka'osi, kuopau keke 'omai mo ho'o kole:

- a builder's invoice.
Koe 'inivoisi ha'a taha langa

Please note that you are responsible for making sure that specifications of the builder's contract are completed by the builder.

Kataki fakatokanga'i koho fatongia ko hono fakapapau'i koe ngaahi sipinga 'oe aleapau 'ae tokotaha langa 'oku fakakakato ia he'e tokotaha langa.

1.46 RESTRICTION ON ADVANCES FOR CONSTRUCTION LOANS FAKANGATANGATA 'IHE PA'ANGA KIHE NO LANGA

If the purpose(s) of your loan includes the construction of a residence, then, in addition to other restrictions on advances set out in Section 1.21 'Availability of funds', no part of the loan will be advanced to finance the construction of any residential building until you have given ANZ a copy of the following documents:

Kapau koe taumu'a ho'o no kau ai e langa 'oha fale nofo'anga, pea tanaki ki he fakangatangata 'e taha 'ihe no 'oku ha atu he kongia 1.21 'faka'ataa 'oe pa'anga', he'ikai toho ha kongia 'oe no ke fakapa'anga 'aki e langa 'oha fale nofo'anga kae 'oleva kuo ke 'ave kihe ANZ ha tatau 'oe ngaahi pepa ngaue koeni:

- a signed and enforceable fixed price contract for the construction of a residence entered into by you and a reputable licensed builder; and
koe aleapau 'osi fakamo'oni moe ngaue'aki mahu'inga tu'upau kihe langa 'oe nofo'anga na'a ke fakahu pea moha tufunga laiseni langa ongoongo lelei; pea
- the builder's current Builder's Risk Insurance Policy (or equivalent form of insurance) or other documentation as agreed by ANZ confirming such insurance is current.
Koe tufunga ko 'ene Tohi Tu'utu'uni Malu'i mei he fakatu'utamaki fakatufunga (pe foomu tatau 'oe malu'i) pe ko ha toe pepa ngaue na'e loto kiai e ANZ pea fakapa-pau'i 'oku lolotonga malu'i.

1.47 VALUATIONS AND SURVEYS

'U FAKAMAHU'INGA MOE 'U SAVEA

ANZ may require a valuation or survey of the property before any progress payment is made. If a survey is required, you must make this available to ANZ and pay any related costs.

'E ala fiema'u he'e ANZ ha fakamahu'inga pe savea 'oe'api kimu'a pea toe fai ha totongi. Kapau'e fiema'u ha savea, kuopau keke 'ai ke faingamalie kihe ANZ pea totongi ha mahu'inga felave'i moia.

If a valuation is required you may be charged:

Kapau'e fiema'u ha fakamahu'inga 'e ala hilifaki atu kia Koe 'ae totongi;

- a time based valuation fee if the valuation is completed by an ANZ employee, or the actual valuation cost if it is carried out by an external valuer. All external valuation fees are payable on the date they are invoiced to ANZ and may be debited to your account; or

koha mahu'inga 'oha fakamahu'inga 'oku tefito he taimi kapau koe fakamahu'inga kuo 'osi fakakakato mei ha taha ngaue mei he ANZ, pe koe mahu'inga totonu 'oe fakamahu'inga kapau 'oku fai 'eha taha fakamahu'inga mei tu'a. Katoa e 'u mahu'inga 'ae fakamahu'inga mei tu'a ke totongi atu he 'aho 'oku tohimo'ua ai kihe ANZ pea 'e ala fakamo'ua ki ho'o 'akauni; pe

- a valuation administration fee. This fee is payable for administration costs incurred when a valuation or price estimate is required by ANZ in connection with each security for a loan, change to security or guarantors as set out in your Letter of Offer. This fee is payable on the date of advance or when the change is requested.

Koe mahu'inga 'ae pule fakamahu'inga. Koe mahu'inga koeni ke totongi kihe mahu'inga 'ae pule na'e fakatupu he'e fakamahu'inga pe fakamahu'inga faka'esitimetu ne fiema'u he'e ANZ he'ene felave'i moe me'a malu'i kotoa kihe no, liliu kihe me'a malu'i pe kaunga malu'i 'aia 'oku ha atu 'i ho'o Tohi Tali 'oe No. Koe mahu'inga koeni ke totongi he 'aho'e toho ai e no pe koe taimi 'e kole ai e liliu.

SECTION 2: ELECTRONIC BANKING CONDITIONS OF USE

KONGA 2: NGAAHI MAKATU'UNGA HONO NGAUE'AKI E PANGIKE FAKA'ILEKITULONIKA

2.1 CONDITIONS OF USE

NGAAHI MAKATU'UNGA HONO NGAUE'AKI

This section applies to all electronic transactions except those where your signature may also be required.

Koe konga koeni 'oku ngaue'aki ki he kotoa e 'u fehu'aki pa'anga 'ilekitulonika tukukehe 'ae fa'ahinga 'e fiema'u keke fakamo'oni kia.

Unless the account services are provided or referred to you by us, we do not authorise, promote or endorse the use of account services offered by third parties to access your ANZ accounts (including account aggregation services, such as may be provided by other financial institutions).

Tukukehe 'ae ngaahi ngaue kihe 'akauni kuo 'oatu pe 'oatu kia koe meiate kimautolu, 'oku 'ikai kemau fakangofua, hiki hake pe fakamo'oni ki he ngaue'aki e ngaahi ngaue kihe 'akauni na'e 'oatu he'e paati hono tolu keke vakai ki hoo ngaahi 'akauni ANZ (kau ai hono ngaahi tanaki e ngaahi ngaue kihe 'akauni, hange koe mahalo 'e 'oatu 'eha kautaha fakapa'anga kehe).

2.2 TRANSACTION LIMITS

FAKANGATANGATA 'OE FEHU'AKI PA'ANGA

ANZ may change or impose limits on the amount of funds that are made available through electronic terminals, over any specific period of time for transactions that require the use of an ANZ Card and PIN. ANZ may also change such limits or impose new limits by giving you notice. Merchants and other financial institutions may also impose additional restrictions on transaction limits.

'E ala liliu he'e ANZ pe'otau e ngaahi fakangata ngata he mahu'inga 'oe pa'anga 'oku fakafainga malie'i ke 'oatu he ngaue'anga 'ilekitulonika, 'iha fa'ahinga vaha'a taimi pau kihe fehu'aki pa'anga 'oku fiema'u ke ngaue'aki e kaati ANZ moe fika fakapulipuli. 'E malava ke liliu he'e ANZ ha fakangatangata pe 'otau ha fakangatangata fo'ou 'i hano 'oatu ha fanongonongo kia koe. Koe kau fakatupu koloa moe ngaahi feitu'u fakapa'anga 'e ala tanaki atu ha fakataputapu he fakangatangata e fehu'aki pa'anga.

Unless you have made arrangements with ANZ for an increased or decreased limit, your ATM daily limit is TOP2,000 per ANZ Card. This means that you can use your ANZ Access Card to withdraw a total of TOP2,000 per day from the account(s) to which it is linked, provided your ANZ account(s) contain sufficient funds.

Tukukehe ka 'oku 'iai ha'o ngaahi fokotu'utu'u moe ANZ kiha 'alu hake pe holo hifo 'oe fakangatangata, ko ho'o fakangatangata faka'aho he ATM koe TOP2,000 he kaati ANZ 'e taha. 'Oku 'uhinga eni teke ngaue'aki ho'o Kaati ANZ ke toho ha fakakatoa koe TOP2,000 he 'aho mei ho'o 'akauni 'aia 'oku fakafehokotaki, 'oatu 'e ho'o 'akauni ANZ 'oku 'i loto e pa'anga fe'unga.

There is no limit on the funds that you can withdraw on your ANZ Card via EFTPOS facilities provided your account(s) contain sufficient funds.

'Oku 'ikai ha fakangatangata kihe pa'anga teke lava 'o toho 'i ho'o Kaati ANZ fou he EFTPOS no 'oku 'oatu ho'o 'akauni 'oku 'oatu ai e pa'anga fe'unga.

2.3 HOW YOU CAN USE ANZ INTERNET BANKING

ANGA HA'O NGAUE'AKI E PANGIKE 'INITANETI 'AE ANZ

You can use ANZ Internet Banking to make transactions on your linked accounts, as set out these Terms and Conditions. You can also use ANZ Internet Banking to buy and order a range of financial services and products. You can get more details by visiting the website at www.anz.com/tonga.

Teke lava o ngaue'aki 'ae Pangike 'Initaneti 'a e ANZ ke fai ha fehu'aki pa'anga il ho'o 'akauni fakafehokotaki, 'aia 'oku ha atu 'ihe Ngaahi Makatu'unga. Teke toe lava 'o ngaue'aki e Pangike 'Initaneti 'a e ANZ ke fakatau pe 'ota, fokotu'utu'u 'oe ngaahi ngaue fakapa'anga moe 'u koloa. Teke ma'u e 'u fakaikiiki 'i ha'o hu ki he'emau website 'i he www.anz.com/tonga.

2.4 ACCESS TO AND USE OF LOCAL TRANSFER AND INTERNATIONAL SERVICES

HU MO HONO NGAUE'AKI 'OE 'AVE PA'ANGA FAKALOTOFONUA MOE NGAHI NGAUE FAKAVAHA'APULE'ANGA

(a) Obtaining Local Transfer

Lava 'oe 'ave pa'anga fakalotofonua

When applying for local transfer for Internet Banking, you must request a local transfer daily limit which is subject to approval by us. The options for the daily limits are set out at www.anz.com/tonga when you apply.

'Ihe kole kihe 'ave pa'anga fakalotofonua kihe Pangike 'Initaneti, kuopau keke kole ha fakangatangata faka'aho kihe 'ave pa'anga fakalotofonua 'aia 'oku fakataumu'a ke tali atu meiate kiautolu. Koe 'u fili kihe fakangatangata faka'aho 'oku ha atu 'ihe www.anz.com/tonga he taimi teke kole ai.

Restrictions apply depending on whether you are using local transfer for personal or business purposes.

Ngaahi fakataputapu 'oe kole 'e falala 'ihe, pe teke ngaue'aki e 'ave pa'anga fakalotofonua kihe 'uhinga fakafō'ituitui pe ngaue.

If you require your password for local transfer for Internet Banking to be reset or reissued we may reduce your current daily local transfer limit for Internet Banking. You will need to re-apply if you wish to reinstate that limit. Please allow sufficient time for the change to be made before you attempt to use the higher daily transfer limit. You can apply to increase or decrease your daily transfer limit for Internet Banking through ANZ Internet Banking.

Kapau teke fiema'u ho'o fika fakapulipuli kiha 'ave pa'anga fakalotofonua kihe Pangike 'Initaneti ke toe fakafō'ou pe ke toe 'oatu, temau ala fakasi'isi'i ho'o fakangatangata kihe 'ave pa'anga lolotonga kihe Pangike 'Initaneti. 'E fiema'u keke toe kole kapau 'oku ke fakafō'ou ke toe fakafō'ou e fakangatangata koia. Katakaki fakangofua ha taimi fe'unga kihe liliu ke fai kimu'a pea ke toki ngaue'aki e 'ave pa'anga ma'olunga ange he fakangatangata. Teke lava o kole ke fakalahi pe fakasi'isi'i ho'o 'ave pa'anga fakangatangata fakafō'ou kihe Pangike 'Initaneti he ANZ.

(b) Obtaining International Services

Lava e ngaahi ngaue fakavaha'apule'anga

You can apply for international services after you have been granted local transfer access.

Teke lava o kole kiha ngaahi ngaue fakavaha'a pule'anga 'ihe 'osi hono tali ho'o hu o 'ave pa'anga fakalotofonua.

The total of all local transfer and international services transfers (converted into TOP) on any day cannot exceed your local transfer daily transaction limits.

Koe fakakatoa 'oe kotoa e 'ave fakalotofonua moe ngaahi ngaue fe'ave'aki fakavaha'a pule'anga (liliu kihe pa'anga Tonga) 'iha fa'ahinga 'aho he'ikai ke hulu ho'o fakangatangata kihe 'ave pa'anga fakafō'ou fakalotofonua

2.5 ACCESS LEVELS FOR ANZ INTERNET BANKING

HU KIHE NGAHHI TU'UNGA KIHE PANGIKE 'INITANETI 'AE ANZ

Only the account holder or account signatories can select an access level. The account holder or account signatories may authorise another person (an 'authorised user') to operate the account and that person may have a different access level to the account holder. The account holder is responsible for the operation of the account by the authorised user within that user's level of access.

Koe tokotaha pe ha'ana e 'akauni pe koe fakamo'oni kihe 'akauni'e lava o fili ha hu kiha fa'ahinga tu'unga. Koe tokotaha ha'ana e 'akauni pe fakamo'oni he 'akauni tene ala fakamafai ha taha kehe (koha taha pule fakamafai'i) kene pule'i e 'akauni pea koe taha koia e ala kehe 'ae tu'unga tne hu 'aki kihe tokotaha ha'ana e 'akauni. Koe taha ha'ana e 'akauni 'oku fatongia'aki kene pule'i e 'akauni he'e taha fakamafai'i loto he tu'unga hu 'ae pule.

The account holder or account signatories may cancel or change any access level by sending a written request or Securemail to us, or phoning us on the relevant number listed at the back of this booklet.

Koe tokotaha ha'ana e 'akauni pe fakamo'oni kihe 'akauni tene ala kaniseli pe liliu ha tu'unga hu 'i hano 'oatu ha tohi kole pe meili malu kia mautolu pe telefoni kia mautolu 'ihe fika na'e ha atu 'i mui he ki'i tohi ni.

We may require written confirmation and it may take several days to process this change.

Temau ala fiema'u ha tohi fakapapau pea e ala lau 'aho ke fai ha ngaue kihe liliu koeni.

Authorised users can use ANZ Internet Banking to change their own profile, access their own Securemail and select and change their own password.

Koe kau ngaue'aki kuo fakafō'ou tenau ngaue'aki e Pangike 'Initaneti 'ae ANZ ke liliu 'enau fotunga fakatafa'aki, hu ki he'enau meili malu pea fili mo liliu 'enau fika fakapulipuli.

2.6 PROCESSING INSTRUCTIONS – GENERAL

NGAUE KIHE NGAHI TU'UTU'UNI - FAKALUKUFUA

The account holder authorises ANZ to act on the instructions you enter into electronic equipment. Any electronic transaction made by you cannot be cancelled, altered or changed by you unless allowed by the applicable terms and conditions.

Koe tokotaha ha'ana e'akauni kuo ne fakamafai'i e ANZ kenau ngaue kihe tu'utu'uni'oku ke fakahu 'ihe me'a ngaue faka'ilekitulonika. Koha fa'ahingga fehu'aki pa'anga 'ilekitulonika kuo ke fai he'ikai ke kaniseli, fakakehe'i pe liliu 'e koe tukukehe hano fakangofua he'e ngaahi makatu'unga taau.

We may delay acting on or may ask you for further information before acting on an instruction. Where ANZ has instructions for more than one payment from your account(s), ANZ will determine the order of priority in which payments are made.

Temau lava'o toloi ha ngaue pe kole atu ha toe ngaahi fakamatala kimu'a pea mau fai ha fo'i tu'utu'uni. Ko fe ha ngaahi tu'utu'uni'ae ANZ kiha lahi ange he tu'o taha ha totongi mei ho'o'akauni, 'E loto lahi e ANZ ke fakahokohoko kihe fakamu'omu'a 'ihe'u totongi'oku fai.

If you make a cash withdrawal from an account by making an electronic transaction and there is a difference between the amount of cash received and the amount shown on the receipt, you must report this to ANZ and to the merchant (if applicable) as soon as possible. You can make your report to us by calling ANZ on +676 20500, from 8:30am to 4:00 pm on an ANZ working day.

Kapau teke fai ha toho pa'anga mei ha 'akauni'i hano fai 'ihe fehu'aki faka'ilekitulonika pea 'oku 'iai e kehekehe he mahu'inga 'oe pa'anga na'e ma'u moe mahu'inga'oku 'asi he tali totongi, kuopau keke fakaha'eni kihe ANZ pea kihe fakatupukoloa (kapau'oku taau) he faingamalie vave taha. Teke lava'o fai ho'o fetu'utaki kiate kimautolu he telefoni mai kihe ANZ he +676 20500, mei he 8.30 ponngipongi kihe 4.00 efiafi 'iha' aho ngaue 'oe ANZ.

If you make a deposit of funds to an account by making an electronic transaction and there is a difference between the amount recorded as having been deposited and the amount ANZ receives, the account holder will be notified of the difference as soon as possible and will be advised of the actual amount which has been credited to the account.

Kapau teke fakahu ha pa'anga kiha 'akauni'i hano ngaue'aki e fehu'aki faka'ilekitulonika pea 'oku 'iai e kehekehe he mahu'inga kuo lekooti kuo 'osi fakahu pea moe mahu'inga kuo ma'u he'e ANZ, koe tokotaha ha'ane e'akauni'e fakaha atu e kehekehe he faingamalie vave taha pea 'e fale'i atu 'ae mahu'inga totonu 'aia na'e kuletiti kihe 'akauni.

ANZ is not liable for the refusal of any merchant to accept an electronic transaction and, to the extent permitted by law, is not responsible for the goods and services supplied by a merchant.

He'ikai ngofua kihe ANZ ke fakafisinga'i ha fa'ahinga fakatupu koloa ke tali ha fehu'aki 'ilekitulonika pea, kihe fakalahi'oku fakangofua he'e lao, he'ikai ko hano fatongia kihe ngaahi koloa moe ngaahi ngaue'oku'oa tu he'e fakatupu koloa.

ANZ may refuse to process any transaction that contravenes any law or otherwise. We may notify you of electronic transactions we are unable to process.

'E ala fakafisi e ANZ ke fai ha ngaue ki ha fehu'aki pa'anga'oku fepaki mo ha fa'ahinga lao pe kapau'oku 'ikai.

You accept that:

'Oku ke tali ke:

- not all electronic equipment from which cash can be withdrawn will always contain cash;
'ikai koe kotoa e me'angaue faka'ilekitulonika 'aia'oku lava toho mei ai ha pa'anga'e 'iai ma'u pe ha pa'anga ai;
- any cash dispensed at electronic equipment is at your risk once it becomes visible or available for you to collect; and ko ha fa'ahinga tufaki pa'anga he me'angaue faka'ilekitulonika'oku 'iai hono fakatu'utamaki kia koe ka tu'o taha ha'ane 'ikai keke lava'o sio kiai pe 'e faingamalie kiia koe keke mau; pea
- not all electronic equipment will allow you to make deposits.

‘oku ‘ikai koe kotoa e me‘angaue faka‘ilekitulonika tene fakangofua koe keke fai ha ngaahi fakahu pa‘anga.

An immediate transfer, local transfer or BillPay cannot be revoked or stopped once we receive your instruction. Future dated transfer, local transfer or BillPay instructions can only be revoked or changed if instructions to delete the transaction are given to us through ANZ Internet Banking before 4:00 Tongan time on the ANZ working day before the transaction is scheduled to occur. After this time, the instruction cannot be revoked.

Koha ‘ave pa‘anga fakavavevave, ‘ave pa‘anga fakalotofonua pe Totongi mo‘ua he‘ikai fakafoki pe ta‘ofi he taimi temau ma‘u ai ho‘o tu‘utu‘uni. Koha ‘aho ‘ave pa‘anga he kaha‘u, ‘ave pa‘anga fakalotofonua pe Totongi mo‘ua koe ngaahi tu‘utu‘uni ‘e toki fakafoki pe liliu kapau koe ngaahi tu‘utu‘uni ke tamate‘i e fehu‘aki pa‘anga ‘oku ‘omai kia mautolu he Pangie ‘Initaneti ‘a e ANZ kimu‘a he 4.00 taimi ‘a Tonga ni ‘ihe ‘aho ngaue ‘ae ANZ kimu‘a he fokotu‘utu‘u ke hoko ai fehu‘aki pa‘anga. ‘Ihe ‘osi e taimi koeni, koe tu‘utu‘uni he‘ikai toe fakafoki.

2.7 PROCESSING DATE ‘AHO ‘OKU ‘OATU AI

Generally, any transactions made at ANZ ATMs and ATMs at other selected banks and financial institutions or EFTPOS transactions will be processed to your account on the same day provided they are made before 4:00pm Monday to Friday (excluding public holidays).

Fakalukufua, koha ngaahi fehu‘aki pa‘anga na‘e fai he ATM ‘ae ANZ moe ATM ha ‘u pangike kehe na‘e fili moe ngaahi feitu‘u fakapa‘anga pe fehu‘aki pa‘anga EFTPOS ‘e ‘oatu ki ho‘o ‘akauni ‘ihe ‘aho tatau na‘e ‘oatu ai na‘e fai kimu‘a he 4.00 efi‘afi Monite kihe Falaite (‘ikai kau ai e ngaahi ‘aho maloloo fakapule‘anga)

Transactions made after these cut-off times may be processed on the following ANZ working day.

Ko e fehu‘aki pa‘anga na‘e fai he ‘osi ‘ae ngaahi taimi tuku pau ‘e malava ke ‘oatu ‘ihe ‘aho ngaue hoko ‘ae ANZ.

2.8 PROCESSING INSTRUCTIONS – ANZ INTERNET BANKING

‘OATU E NGA‘AHI TU‘UTU‘UNI – PANGIKE ‘INITANETI ‘AE ANZ

Any ANZ Internet Banking (including BillPay) instruction will generally be processed to your account on the same day we receive your instructions, if given before 4:00pm Tongan time on an ANZ working day. Any transaction made after this time may be processed on the following ANZ working day.

Ha fa‘ahinga Pangike ‘Initaneti ‘ae ANZ (kau ai e Totongi mo‘ua) koe tu‘utu‘uni ‘e fakalukufua hono ‘oatu ki ho‘o ‘akauni ‘ihe ‘aho tatau ‘oku mau ma‘u ai ho‘o tu‘utu‘uni, kapau na‘e fai kimu‘a he 4.00 efi‘afi taimi ‘a Tonga ‘ihe ‘aho ngaue ‘oe ANZ. Koha fa‘ahinga fehu‘aki pa‘anga na‘e fai he ‘osi ‘ae taimi koeni ‘e ala ‘oatu he ‘aho ngaue hoko ‘a e ANZ.

Account information accessed using ANZ Internet Banking will generally reflect the position of the account at that time, except for transactions not yet processed by us (including uncleared cheques and unprocessed credit card transactions) or cleared cheques and direct debits processed by us that day.

Koe ngaahi fakamatala kihe hu kihe ‘akauni ‘o ngaue‘aki e Pangike ‘Initaneti ‘ae ANZ ‘e ‘ata fakalukufua ‘ae tu‘unga ‘oe ‘akaun he taimi koia, tukukehe ‘ae ngaahi fehu‘aki pa‘anga na‘e te‘eki kemau ngaue kiai (kau ai e ‘u sieke te‘eki faka‘ataa moe ‘u fehu‘aki pa‘anga he kuletiti kaati ne te‘eki ‘ai) pe ngaahi sieke ‘osi ‘ataa moe ngaahi to‘o hangatonu na‘amau ngaue kiai he ‘aho koia.

2.9 PROCESSING INSTRUCTIONS – LOCAL TRANSFERS AND INTERNATIONAL SERVICES

NGA‘AHI FOUNGA TU‘UTU‘UNI – FE‘AVE‘AKI FAKALOTOFONUA MOE NGA‘AHI NGAUE FAKAVAHA‘APULE‘ANGA

ANZ will generally process local transfer instructions:

‘E ngaue fakalukufua e ANZ kihe ngaahi tu‘utu‘uni ‘oe fe‘ave‘aki fakalotofonua.

- for immediate local transfers, on the day the instruction is given, if ANZ receives the instruction before 4:00pm Tongan time on any ANZ working day;

kihe fe'ave'aki pa'anga fakavavevave, 'ihe' aho hono 'oku 'omai ai e tu'utu'uni, kapau'e ma'u he'e ANZ e tu'utu'uni kimu'a he 4.00 efiati taimi a Tonga ni 'iha' aho ngaue 'oe ANZ;

- for immediate international transfers, on the day the instruction is given, if ANZ receives the instruction before 4:00pm Tongan time on any ANZ working day; or

kihe fe'ave'aki fakavaha'apule'anga fakavavevave, 'ihe' aho 'e'omai ai e tu'utu'uni, kapau'e ma'u he'e ANZ e tu'utu'uni kimu'a he 4.00 efiati taimi 'a Tonga ni 'iha' aho ngaue 'oe ANZ; pe

- for future dated transfers, on the relevant future day you select if it is a Local Transfer Processing Day (or if it is not, on the Local Transfer Processing Day after that day).

Kiha toe faka'aho ha fe'ave'aki pa'anga he kaha'u, 'iha' aho he kaha'u teke fili pe koha' aho ngaue kiha fe'ave'aki pa'anga fakalotofonua (pe kapau'oku 'ikai, he 'aho ngaue fe'ave'aki pa'anga fakalotofonua 'osi e 'aho koia).

Instructions you give will be delivered to the payee's financial institution on the day that ANZ processes them except where:

Koe ngaahi tu'utu'uni 'oku ke 'ave' e ia kihe feitu'u fakapa'anga 'ae tokotaha ke totongi kiai 'ihe' aho'oku ngaue ai e ANZ ki he 'u me'a koia tukukehe 'i fe:

- we are not obliged to process your instructions; 'oku 'ikai tokoni 'emau founa ke ngaue ki ho'o tu'utu'uni;
- there is a technical failure; 'oku 'iai e maumau fakatekinikale;
- there is a delay or error in accepting the instructions caused by the financial institution to which the transfer is to be made; or 'oku 'iai e toloi pe fehalaaki 'i hono tali e ngaahi tu'utu'uni koe ngaue 'ae feitu'u fakapa'anga 'oku 'ai ke fai kiai e fe'ave'aki pa'anga; pe
- the instructions are for a transfer by way of an overseas draft or international draft.

Koe ngaahi tu'utu'uni koe 'ai kihe fe'ave'aki pa'anga ke fou 'ihe talafi pa'anga ki muli pe talafi pa'anga fakavaha'a pule'anga.

Where your instruction is for a transfer by way of ANZ issuing an international draft:

Koe ha ho'o tu'utu'uni koe 'ai kiha 'ave 'ihe founa ANZ ke 'oatu ha talafi fakavaha'a pule'anga;

- we will send the draft by post to the delivery address notified by you; temau 'ave e talafi he meili kihe tu'asila tiliva na'a ke fakaha mai;
- you acknowledge that it is your responsibility to forward the draft to the intended recipient. 'oku ke fakamo'oni ko ho fatongia ke 'ave 'ae talafi kihe tokotaha totonu ke 'oange kiai.

We cannot control (and are not responsible for) when, or if, the payee's financial institution processes your instructions or the fees that financial institutions may charge to process your instructions.

He'ikai temau lava o pukepuke (pea 'ikai ko hamau fatongia) he taimi; pe koe feitu'u fakapa'anga keke totongi kiai tenau fai e ngaue ki ho'o ngaahi tu'utu'uni pe ngaahi totongi'e ala hilifaki ke ngaue ki ho'o ngaahi tu'utu'uni.

Once we process your transfer instruction, we are reliant on the payee's financial institution to advise whether your instructions have been successfully processed. If the payee's financial institution advises that your transfer instruction has not been successful, it may take a number of weeks, depending on the financial institution, to reverse the relevant withdrawal from your linked account.

Ko 'emau fai pe ho'o tu'utu'uni 'ave, temau falala 'ihe feitu'u fakapa'anga 'ae taha 'oku 'ave kiai kenau fale'i pe na'e fakahoko fakafiemalie ho'o tu'utu'uni 'ave pa'anga. Kapau 'e fale'i mai he'e feitu'u fakapa'anga na'e 'ave ai kihe tokotaha ke 'ave kiai na'e 'ikai fakafiemalie e founa tu'utu'uni na'a ke 'oange, 'e malava ke 'osi ha ngaahi uike fakafalala kihe feitu'u fakapa'anga , kenau fakafoki 'a e toho mei ho'o fakafehokotakinga 'akauni.

2.10 PROCESSING INSTRUCTIONS – BILLPAY SERVICE

FOUNGA 'OE NGAahi TU'UTU'UNI – NGAUE KIHE TOTONGI MO'UA

BillPay is an electronic payments scheme set up from two of our electronic channels, our ATMs and our Internet Banking services, for both Business and Personal Accounts. BillPay Services allow customers to make payments from their Internet Banking using their value registered User ID and through our ATMs using their registered local debit card. All BillPay Service payments will directly credit the biller's account and directly debit the customer's account.

Koe BillPay pe totongi mo'ua koe totongi fa'u faka'ilekitulonika na'e fa'u mei he'emaui senolo faka'ilekitulonika'e ua, ko'emaui ATM mo'emaui ngaahi ngaue Pangike 'Nitaneti, kihe Pisinisi moe 'Akauni Taautaha. Koe ngaahi ngaue 'ae BillPay 'oku ne faka'ataa e kau kasitoma ke fai 'enau ngaahi totongi mei he'enau Pangike 'Nitaneti ngaue'aki 'enau User ID mahu'inga 'osi lesisita moe fou he'emaui ATM ngaue'aki 'enau kaati to'o fakalotofonua 'osi lesisita. Kotoa e ngaue 'ae BillPay ngaahi totongi'e fakahangatonu hono kuletiti kihe 'akauni na'e tohi mo'ua pea to'o fakahangatonu mei he 'akauni 'ae kasitoma.

You must comply with the Terms and Conditions for our Internet Banking services and our Access Card services to have full access to our BillPay Services from these channels. Limits apply to your use of BillPay Services on both ATMs and Internet Banking per transaction and daily limit (per User ID) basis.

Kuopau keke tali e Ngaahi Makatu'unga 'oe ngaue 'o'emaui Pangike 'Nitaneti moe 'emaui ngaue 'emaui BillPay mei he ngaahi senolo koeni. Fakangatangata 'oku ngaue'aki ki e BillPay 'ihe fakatou'osi e ATM moe Pangike 'Nitaneti he foi fe'ave'aki moe tu'unga fakangatangata faka'aho (kihe tokotaha ngaue'aki ID) .

BillPay Services are strictly for our local business customers as a payment option for their business, and these businesses must meet our bill payment services terms and conditions to successfully register as a biller.

Koe ngaahi ngaue 'ae BillPay 'oku fakapatonu kihe kau kasitoma pisinisi fakalotofonua koe totongi fili ki he'enau pisinisi, pea koe ngaahi pisinisi koeni 'oku tonu kenau fakafe'iloaki ki he'emaui ngaahi ngaue totongi mo'ua mo hono ngaahi makatu'unga ke lesisita fakalelei koe taha tohi mo'ua.

Subject to the processing instructions conditions set out above:

Fakataumu'a ke ngaue kihe ngaahi makatu'unga 'oe tu'utu'uni 'aia 'oku ha atu i 'olunga:

- any BillPay through online will impact immediately when submitted, where your account will be debited and the biller account will be credited immediately;
ha fa'ahinga BillPay fou he neti tene fepaki he taimi pe koia 'i hono fakahu, ko fe ho'o 'akauni 'e to'o moe 'akauni 'ae taha ke kuletiti kiai he vave taha.
- if your payment submitted during the weekend, your payment may not be effective immediately, and your payment may not be available until our Internet Banking interface is online which should be around 02:00AM Monday morning;
Kapau ko ho'o totongi 'oku fakahu he lolotonga e faka'osinga e uike, ko ho'o totongi 'e ala 'ikai 'ataa kae 'oua kuo mo'ui e mata i loto 'emaui Pangike 'Nitaneti 'aia 'oku tonu ke ofi he 02.00 hengihengi he pongipongi Monite;
- BillPay through our ATMs must confirm immediately where your account will be debited and the biller account will be credited immediately; and
Koe BillPay fou he'emaui ATM kuopau ke fakapapau'i he taimi pe koia koe fe ho'o 'akauni 'e to'o pea moe 'akauni na'a ke mo'ua kiai ke kuletiti kiai he vave taha; moe
- Billpay over the weekend from our ATMs may not happen immediately.
Koe Billpay he faka'osinga 'oe uike mei he'emaui ATM 'e ala 'ikai hoko he taimi pe koia.

A delay may occur in processing a BillPay where:

Koha toloi 'e ala hoko he ngaue kihe BillPay 'aia:

- there is a public or bank holiday on the day after you tell us to make a BillPay; or
'oku 'iai ha maloloo fakapule'anga pe fakapangike 'ihe 'aho 'osi ho'o talamai ke fai ha BillPay; pe
- another participant, such as another financial institution or a biller does not process a payment as soon as it receives details of the payment or does not otherwise comply with its obligations under the BillPay service.

Koe toe kau mai, hange ko ha toe feitu'u fakapa'anga pe ko ha taha tohi mo'ua na'e 'ikai fakahoko ha totongi he taimi

pe koia 'oku ne ma'u ai e ngaahi fakaiiki 'oe totongi pea ka 'ikai lotofiemalie mo hono ngaahi fatongia he ngaahi ngaue 'ae BillPay.

While it is expected that any such delay will not continue for more than one bank working day, it may continue for a longer period.

Lolotonga 'oku pehee koha fa'ahinga toloi he'ikai hoko atu 'iha vaha'a taimi loloa.

We will attempt to ensure a BillPay is processed promptly by billers and other participants.

Temau feinga ke fakapapau'i koe BillPay 'oku fakahoko vave mei he taha ke totongi atu kiai mo ha toe kau mai.

You should check your account records carefully and tell us as soon as possible if you become aware of:

'Oku tonu keke vakai'i fakalelei 'ae lekooti ho'o 'akauni pea fakaha mai he vave taha pe 'oku ke fakatokanga'i 'ae:

- a BillPay which has been made from your linked account which was not authorised;
koha BillPay 'aia na'e 'osi fai mei ho'o 'akauni fakafehokotakinga 'aia na'e 'ikai fakangofua;
- the possibility that you have been fraudulently induced to make a BillPay; or
koe malava koia ke fakaloto'i kaka koe keke fai ha BillPay; pe
- any delay or mistake in processing of your BillPay.
Ko ha fa'ahinga toloi pe fehalaaki 'ihe fakahoko ho'o BillPay.

If we are advised by a biller that it cannot process your BillPay, we will:

Kapau na'e fale'i mautolu mei ha taha na'a ke totongi mo'ua kiai he'ikai kene fakahoko ho'o BillPay, temau:

- advise you of this;
temau fakaha atu 'ae me'a ni
- credit your account with the amount of that BillPay; and
temau kuletiti atu ki ho'o 'akauni 'ae fo'i mahu'inga 'oe BillPay koia; pea
- tell you how we can assist you, if possible, in making the payment as soon as possible.

Talaatu pe'e anga fefee ha'amau tokoni atu, kapau e faingofua, hono fai e totongi he faingamalie vave taha.

Billers codes may only be used by authorised billers to receive payment of bills issued by that biller. You are not authorised to give a biller code to any person in order to receive payments owing to you. Where you do so, any terms and conditions for the use of BillPay service will not apply to such unauthorised use of the biller codes.

Koe kouti 'ae tokotaha 'oku ke totongi kiai, 'e toki ngaue'aki pe ha fakangofua he'e taha 'oku ke totongi kiai ke ma'u e totongi 'oe mo'ua na'e 'oatu he'e tokotaha tohi mo'ua. 'Oku 'ikai fakangofua koe ke 'oange ha kouti tohi mo'ua kiha fa'ahinga taha ke ma'u ai e ngaahi totongi 'oku mo'ua mai kia koe. Taimi teke fai ai ia, koha fa'ahinga makatu'unga ki hono ngaue'aki 'oe BillPay he'ikai ngaue'aki ki ha fakangoua ke ngaue kihe kouti 'ae taha tohi mo'ua.

2.11 CARD VALIDITY AND EXPIRY

KOE 'AONGA MOE 'OSI E 'AONGA E KAATI

Your card remains ANZ's property at all times.

Ko ho'o kaati 'e kei hoko pe ia koe koloa 'ae ANZ he taimi kotoa.

A card must be signed immediately by the person in whose name it has been issued and must only be used within the 'valid from' and 'until end' dates shown on the card. For security reasons you must, as soon as the card expires, destroy it by cutting it (including an embedded microchip on the card) diagonally in half.

Koe kaati kuopau ke fakamo'oni he vave taha 'ae tokotaha ko hono hingoa 'oku 'oatu 'aki pea kuopau ke ngaue'aki 'i loto 'ihe 'ngaue'aki mei he' moe 'kae 'oleva ke 'osi; ngaahi 'aho 'oku ha atu he kaati. Koe ngaahi 'uhinga fakamalua'i kuopau keke, he taimi pe 'oku 'osi ai e 'aonga e kaati, fakata'e'aonga'i ia 'aki hano kosi (kau ai e microchip 'oku to he kaati) taiakonolo he vaeua.

The account holder may cancel an ANZ Card at any time by sending ANZ a written request or by calling ANZ on the relevant numbers listed on the back of this booklet.

Koe tokotaha ha'ana e 'akauni tene ala kaniseli ha kaati ANZ ha fa'ahinga taimi 'aki hano 'oatu kihe ANZ ha tohi kole pe ta kihe ANZ he ngaahi fika kuo lisi 'l mui he ki'i tohi ni.

2.12 LOST OR STOLEN CARDS, PASSWORD OR PIN

KOE MOLE PE KAIHA'ASI E 'U KAATI, PASSWORD PE FIKA FAKAPULIPULI

If you report that a card has been lost or stolen the card will be cancelled as soon as the report is made. You must not use the card once the report is made. If you recover the lost or stolen card, you must destroy the card by cutting it (including an embedded microchip on the card) diagonally in half and return it to an ANZ branch as soon as possible.

Kapau teke lipooti ha mole ha kaati pe kaiha'asi 'e kaniseli leva 'ae kaati he taimi pe 'oku fai ai e lipooti. He'ikai teke toe ngaue'aki e kaati kapau kuo ke fai e lipooti. Kapau kuo ke ma'u e kaati mole pe kaiha'asi, kuopau keke faka'auha e kaati'aki hano kosi (kau ai e microchip 'oku to kihe kaati) taiakonale he vaeua pea fakafoki ia kiha va'a ANZ he faingamalie vave taha.

You must make a report to us (and the relevant third party, if a third party issued the username, password, PIN or card to you) immediately if you become aware or suspect that your password, username, PIN or User ID is disclosed or used without your authority, or lost. You must not then continue to use your password, username, PIN or User ID. ANZ will cancel it and arrange for you to select a new username, password or PIN or to be provided with a new User ID.

Kuopau keke fai ha lipooti kiate kimautilo (pea moe kau paati hono tolu, kapau 'e 'oatu he paati hono tolu ha hingoa ngaue'aki, lea tapu pe password, fika fakapulipuli pe kaati kia koe) 'ihe vave taha kapau 'oku ke 'ilo pe mahamahalo ko ho'o fika tapu, hingoa ngaue'aki, fika fakapulipuli pe ID ngaue'aki 'oku tala pe ngaue'aki ta'e fakamafai'i mea koe, pe pulia. He'ikai teke toe hoko atu ke ngaue'aki ho'o lea tapu, hingoa ngaue'aki, fika fakapulipuli pe ID ngaue'aki. 'E kaniseli he'e ANZ pea 'e 'oatu keke fili ha hingoa ngaue'aki, lea tapu pe fika fakapulipuli pe ke 'oatu ha ID ngaue'aki fo'ou.

The best way to make the report is to call ANZ on the telephone numbers listed at the back of this booklet. If ANZ's telephone reporting service is unavailable, you must report the loss, theft or misuse to any ANZ branch.

Koe founda lelei taha ke fai'aki hano lipooti koe ta kihe ANZ he ngaahi fika telefoni 'oku ha atu 'i mui he ki'i tohi ni. Kapau 'e talaatu he'e telefoni 'ae ANZ koe sevesi 'oku 'ikai ala ma'u, kuopau keke lipooti e mole, kaiha'a pe ngauehala'aki ki ha va'a ANZ.

2.13 LOST AND STOLEN CARD AND PIN - WHILE OVERSEAS

MOLE MOE KAIHA'A KAATI MOE FIKAFAPULIPULI - LOLOTONGA HA'ATE 'I TU'APULE'ANGA

If your ANZ card or Pin is lost or stolen, or if someone else has found out your PIN, you must tell us immediately. The best way to minimise your liability is to phone us. Emergency phone numbers are listed at the back of this booklet.

Kapau ko ho'o kaati ANZ pe fika fakapulipuli 'oku mole pe kaiha'asi, pe kapau na'e ma'u 'eha taha kehe ho'o fika fakapulipuli, kuopau keke fakaha mai he vave taha. Koe founda lelei taha ke fakasi'isi'i ho mo'ua, koe ta mai kia mautolu. Koe fika telefoni ki ha me'a fakafokifa 'oku ha atu pe 'i mui he ki'i tohi koeni.

- ANZ Access card (ATM/EFTPOS card) – we cannot provide an emergency replacement card and Pin until you return to Tonga.

Koe Kaati ANZ (kaati ATM/EFTPOS) – he'ikai kemau 'oatu ha kaati fetongi fakafokifa moe fika fakapulipuli kae 'oleva ke ke foki ki Tonga.

2.14 CANCELLATION OF CARDS OR ELECTRONIC ACCESS

KO HONO KANISELI 'OE 'U KAATI PE KOE HU FAKA- 'ILEKITULONIKA

ANZ may cancel any card, User ID or electronic access without prior notice if:

'E ala kaniseli he'e ANZ ha fa'ahinga kaati, ID ngaue'aki pe koha hu faka'ilekitulonika ta'e 'iai ha 'uluaki fanongonongo kapau:

- ANZ believes that use of the card or electronic access may cause loss to the account holder or to ANZ;
'Oku tui e ANZ koe ngaue'aki 'oe kaati pe hu faka 'ilekitulonika 'e ala hoko ha mole kihe tokotaha ha'ana e 'akauni pe kihe ANZ;
- the account is an inactive account;
koe 'akauni koe 'akauni 'oku lolotonga ngaue;

- all the accounts which the card may access have been closed;
katoa e 'u 'akauni 'aia 'e ala hu kiai e kaati kuo tapuni'i;
- the account has been overdrawn (other than by use of the informal overdraft facility), or you have exceeded your agreed credit limit;
koe 'akauni kuo tohu ia o 'ova (kehe mei hono ngaue'aki e fakasi'isi'i e no tohu pa'anga o 'ova ia he pa'anga he lotu 'akauni), pe kuo hulu atu ho'o kuletiti fakangatanga na'e felotoi kiai;
- if we become aware that you do not meet, or cease to meet, our eligibility criteria for the card; or
kapau na'a mau lave 'ilo'i he'ikai teke fakafetaulaki, pe
- on giving you not less than three months written notice.
'ihe tukuatu kia koe 'ikai toe si'i hifo he mahina 'e tolu ha tohi fanongonongo.

ANZ may also at any time suspend your right to participate in the ANZ BillPay service.

'E ala 'iha fa'ahinga taimi pe 'ae ANZ o tuku ki tu'a fakataimi ho'o totonu ke kau he ngaue'aki BillPay 'ae ANZ.

The account holder may cancel an ANZ card at any time by sending ANZ a written request or by calling ANZ on the relevant number listed at the back of this booklet.

Koe tokotaha ha'ana e 'akauni tene ala kaniseli ha kaati ANZ ha fa'ahinga taimi 'i hano 'ave ha tohi kole kihe ANZ pe ta kihe ANZ he fika 'oku ha atu i mui he ki'i tohi ni.

You can request ANZ to de-register you from ANZ Internet Banking at any time by Securemail or by phoning the relevant number listed at the back of this booklet.

Teke lava o kole kihe ANZ ke to'o hono lesisita koe mei he Pangike 'Initaneti 'ae ANZ ha fa'ahinga taimi 'i ha'o Securemail pe Meili malu pe ko ha'o telefoni kihe fika 'oku ha i mui 'i he ki'i tohi ni.

2.15 WITHDRAWAL OF ELECTRONIC ACCESS

KO HONO TO'O 'OHA HU FAKA'ILEKITULONIKA

ANZ may withdraw your electronic access to accounts without prior notice if:

'E ala to'o ho'o hu 'ilekitulonika ki he 'u 'akauni ta'e 'iai ha 'uluaki fanongonongo kapau:

- electronic equipment malfunctions or is otherwise unavailable for use;
koe ngaahi naunau faka'ilekitulonika maumau pe kapau 'oku 'ikai ala ma'u ke ngaue'aki;
- a merchant refuses to accept your card;
koha fakatupu koloa 'oku ne fakafisinga ke tali ho'o kaati;
- any one of the accounts is overdrawn or will become overdrawn, or is otherwise considered out of order by ANZ;
koha taha 'ihe 'u 'akauni 'oku tohu o 'ova he pa'anga 'i lotu pe koe hoko o tohu 'ova, pe kapau 'oku 'ikai ke lau koe maumau 'ae ANZ;
- ANZ believes your access to accounts through electronic equipment may cause loss to the account holder or to ANZ;
'Oku tui 'ae ANZ ko ho'o hu kihe 'u 'akauni fou he me'a ngaue faka'ilekitulonika 'e ala hoko ha mole kihe tokotaha ha'ana e 'akauni pe kihe ANZ.
- ANZ believes that the quality or security of your electronic access process or ANZ's systems may have been compromised;
'Oku tui e ANZ koe 'ulungaanga pe malu'i 'a ho'o hu faka'ilekitulonika o ngaue'aki pe koe sisitemi 'ae ANZ 'oku ala mahu'inga;
- all the accounts which you may access using ANZ Internet Banking have been closed or are inactive; or
katoa e 'u 'akauni 'aia teke lava hu kiai ngaue'aki e Pangike 'Initaneti 'ae ANZ kuo tapuni pe 'ikai toe ngaue pe;
- ANZ suspects you of being fraudulent or engaging in inappropriate behaviour;
'oku mahamahalo e ANZ kia koe 'oku ke ngaue hala pe kau 'iha 'ulungaanga ta'e fe'unga.

unless this is prohibited by law.

Tukukehe kapau 'oku tapu 'ihe lao.

ANZ may at any time change the types of accounts that may be operated, or the types of electronic transactions that may be made through particular electronic terminals.

‘E ala liliu he’e ANZ ha fa’ahinga taimi ‘ae fa’ahinga ‘oe ‘akauni ‘e ala pule’i, pe koe fa’ahinga ‘oe fe’ave’aki pa’anga faka’ilekitulonika ‘e ala fai fou ha teminala faka’ilekitulonika makehe.

2.16 YOUR RESPONSIBILITY REGARDING YOUR ANZ CARD AND PASSWORD OR PIN

KOHO FATONGIA FEKAU’AKI MO HO’O KAATI ANZ MOE LEA TAPU PE FIKA FAKAPULIPULI

You must keep your ANZ Card, password and PIN secure. Failure to do so may increase your liability for any loss.

Kuopau keke tauhi ho’o Kaati ANZ, lea tapu moe fika fakapulipuli ke malu. Koe ta’e malava ke fai eni ‘e ala fakalahi ho mo’ua kiha fa’ahinga mole.

Warning: You must not use your birth date or an alphabetical code, which is a recognisable part of your name as a password, or select a PIN which has sequential numbers, for example, ‘12345’ or where all numbers are the same, for example, ‘11111’. If you do, you may be liable for any loss suffered from an unauthorised transaction.

Fakatokanga: He’ikai teke ngaue’aki ho ‘aho fa’ele’i pe koha kouti ‘alafapeti, ‘aia ‘oku ‘ilo ngofua ha konga ho hingoa ke hoko koe lea tapu pe password, pe fili a fika fakapulipuli ‘oku ‘iai e hokohoko ‘oe mata’i fika, fakataaa ‘aki eni, ‘11111’. Kapau teke fai eni, teke ala ngofua kiha fa’ahinga mole faingata’ia mei ha fehu’aki pa’anga na’e ta’e fakamafai’i.

Password and PiN security

Malu’i e Lea Tapu moe Fika Fakapulipuli

You must not:

He’ikai teke:

- disclose your password or PIN to any other person; koe fakaha ho’o lea tapu pe fika fakapulipuli ki ha fa’ahinga taha;
- allow any other person to see you entering, or overhear you providing, your password or PIN; fakangofua ha fa’ahinga taha ke sio ki ho’o hu, pe fanonngo ki ho’o ‘oatu, ho’o lea tapu pe fika fakapulipuli;
- record your password or PIN on your card or on any article carried with or placed near your card that is liable to loss, theft or abuse at the same time as your card (unless your password or PIN is reasonably disguised). lekooti ho’o lea tapu pe fika fakapulipuli ‘i ho’o kaati ‘iha fa’ahinga me’a na’e to’o moe pe tuku ofi ‘i ho’o kaati ‘e ala ke mole, kaiha’asi pe ngaue kovi ‘aki he taimi tatau mo ho’o kaati (tukukehe ko ho’o lea tapu pe fika fakapulipuli ‘oku taau ke fakapulipi).
- choose a PIN which has an easily retrieved combination, for example repeated numbers or letters; and fili ha fika fakapulipuli ‘oku faingofua ke’e toe ma’u mai fakataha, fakataaa ‘aki eni koha fika ‘oku tu’o ua pe mata’i tohi; pea
- choose a PIN that is easily identified with you for example your birth date, car registration, telephone number or your name. fili ha fika fakapulipuli ‘oku faingofua keke toe ‘ilo’i fakataaa ‘aki eni koho ‘aho fa’ele’i, fika lesisita ho’o ka, fika telefoni pe koho hingoa.

Card security koe malu'i 'oe Kaati

You should:

'Oku tonu keke:

- sign the back of your ANZ Card immediately upon receipt; fakamo'oni 'i mui 'i ho'o kaati ANZ he vave 'i hono ma'u;
- on the expiry date destroy your ANZ Card by cutting it diagonally in half; 'Ihe 'aho 'oku 'osi ai fakata'e'aonga'i ho'o Kaati ANZ 'aki ha'o kosi ia fakahihifi 'ihe vaeua malie;
- not let anyone else use your ANZ Card; 'oua teke 'oange kiha taha kehe ke ngaue'aki ho'o Kaati ANZ;
- take reasonable steps to protect your ANZ Card from loss or theft. to'o ha ngaahi sitepu taau ke fakahaofi ho'o Kaati ANZ mei he mole pe kaiha'a.

To assist you, we publish security guidelines. A copy of the current guidelines is available at www.anz.com/tonga

Ke tokoni'i koe, temau pulusi fakahinohino malu'i. Koe tatau 'oe fakahinohino lolotonnga 'oku faingamalie 'ihe www.anz.com/tonga

2.17 UNAUTHORISED TRANSACTIONS KOE FEHU'AKI PA'ANGA TA'E FAKAMAFAI'I

When the account holder is liable Taimi 'e ngofua ai e taha ha'ana e akauni

The account holder is responsible for any unauthorised use of their ANZ Card and PIN, including its use by anyone else in any way. The extent of the account holder's liability will depend on whether you have been responsible in any way for the unauthorised use of your ANZ Card and PIN.

Koe taha ha'ana e 'akauni, ko hono fatongia ki ha fa'ahinga ngaue ta'e fakamafai'i ki he'enau Kaati ANZ moe Fika Fakapulipuli, kau ai hano ngaue'aki 'eha taha kehe 'iha fa'ahinga founa. Ko hono fakalahi 'oe mo'ua e taha ha'ana e 'akauni'e fakafalala ia he pe koho fatongia 'iha fa'ahinga founa kihe taha ta'e fakamafai'i kene ngaue'aki ho'o Kaati ANZ pe Fika Fakapulipuli.

If you have contributed to the loss arising from the unauthorised transaction:

Kapau 'oku ke foaki kihe mole 'oku hoko mei he fehu'aki pa'anga ta'e fakamafai'i:

- through your fraud; fou he kaka;
- by voluntarily disclosing your PIN to anyone, including a family member or friend; 'ihe volenitia 'o fakaha atu ho'o fika fakapulipuli ki ha taha kau a e memipa ho famili pe kaungame'a;
- by keeping a record of your PIN on your ANZ Card (even in a disguised form) on your card, any article carried with the ANZ Card or which may be lost or stolen at the same time as the ANZ Card; 'ihe tauhi ha lekooti 'o ho'o Fika Fakapulipuli 'i ho'o Kaati ANZ (na'a mo ha foomu fakapuli) 'i ho'o kaati, ha fa'ahinga me'a 'oku to'o fakataha moe Kaati ANZ pe 'e malava ke mole pe kaiha'asi he taimmi tatau moe Kaati ANZ.
- by using your birth date or an alphabetic code which is recognisable part of your name as a PIN; or 'i hono ngaue'aki ho 'aho fa'ele'i pe kouti faka alafapeti 'aia 'oku 'ilo ngofua ha konga ho hingoa hange koe Fika Fakapulipuli; pe

- by otherwise acting with extreme carelessness in failing to protect the security of your PIN; then the account holder will be liable for the actual losses which occur before ANZ is notified that your ANZ Card has been misused, lost or stolen, or that your PIN has become known to someone else.

pea kapau 'oku 'ikai ngaue moe taupotu 'oe ta'e tokanga 'ihe 'ikai lava ke malu'i 'ae malu ho'o Fika Fakapulipuli; pea koe taha ha'ana e 'akauni 'e ngofua kihe ngaahi mole totonu na'e hoko kimu'a pea fakaha kihe ANZ ko ho'o Kaati ANZ kuo ngaue hala'aki, mole pe kaiha'asi, pe ko ho'o Fika Fakapulipuli kuo 'ilo eha taha kehe.

If, after you become aware of the loss, theft, breach or misuse of your PIN or ANZ card, you unreasonably delay notifying ANZ, the account holder will be liable for losses between:

Kapau, 'ihe 'osi ho'o 'ilo e mole, kaiha'a, maumau'i pe ngaue hala'aki ho'o Fika Fakapulipuli pe ko ho'o Kaati ANZ, kuo ke toloi ta'e 'uhinga ke fakaha kihe ANZ, koe taha ha'ana e 'akauni 'e fatongia'aki kihe ngaahi mole he vaha'a:

- the time you first became aware of the aforementioned events, or in the case of the loss or theft of a card, should reasonably have become aware of the loss or theft; and koe taimi na'a ke fuofua 'ilo 'ai e ngaahi me'a kuo hoko na'e 'osi tala, pe 'ihe me'a kihe mole pe kaiha'a 'oha kaati, kuo 'uhinga malie pea hoko ke 'ilo e mole pe kaiha'a; pea
- the time ANZ is actually notified of the relevant event. koe taimi taimi kuo toki fakaha ai kihe ANZ 'ae me'a 'oku hoko.

If it is not clear whether you have contributed to the loss caused by an unauthorised transaction and where an ANZ Card or PIN was required to perform the unauthorised transaction, the account holder is liable for the actual loss at the time ANZ is notified of the loss, theft or unauthorised use of the ANZ Card or that the security of the PIN has been breached.

Kapau 'oku te'eki ma'ala pe teke foaki kihe mole tupu mei ha fehu'aki pa'anga na'e ta'e fakamafai'i, moe fe Kaati ANZ pe Fika Fakapulipuli na'e fiema'u ke fai'aki e fehu'aki pa'anga ta'e fakamafai'i, koe taha ha'ana e 'akauni 'oku totonu kihe mole 'ihe taimi koia na'e fakaha ai kihe ANZ 'ae mole, kaiha'a pe ngaue ta'e fakamafai'i 'oe Kaati ANZ pe koe malu 'oe Fika Fakapulipuli kuo maumau'i.

When ANZ is liable

Taimi 'oku 'iai ai e totonu 'ae ANZ

ANZ will be liable for losses incurred by the account holder that:

Koe ANZ 'e totonu kihe ngaahi mole na'e fakatupu he'e tokotaha ha'ana e 'akauni ke:

- are caused by the fraudulent or negligent conduct of ANZ's employees or agents or companies involved in networking arrangements or of merchants or their agents or employees; koe fakatupu he'e fai hala pe tataki ta'e tokanga he'e kau ngaue 'ae ANZ pe kau fakaafongonga pe ngaahi kautaha na'e kau he fokotu'utu'u e ngaue faka 'initaneti pe koe kau fakatupu koloa pe ko honau ngaahi fakaafongonga pe kau ngaue;
- relate to any forged, faulty, expired or cancelled part of the electronic access process; fakahoa ki ha tohi nima kaka, kovi, 'osi hono 'aonga pe kaniseli ha kong'a 'oe hu kihe ngaue faka'ilekitulonika;
- arise from transactions that require the use of any ANZ Card or PIN that occur before you have received or selected the ANZ Card or PIN; tupu mei he ngaahi fehu'aki pa'anga na'e fiema'u ke ngaue'aki ha fa'hinga Kaati ANZ pe Fika Fakapulipuli na'e hoko kimu'a 'i ho'o ma'u pe fili e Kaati ANZ pe Fika Fakapulipuli;
- result from the same electronic transaction being incorrectly debited a second or more subsequent time to the same account; koe ola mei he fehu'aki faka'ilekitulonika tatau na'e hala hono to'o ko ha ua pe lahi hake taimi ki mui ni mai kihe 'akauni tatau;
- result from an unauthorised transaction that occurs after you have notified ANZ that any ANZ Card has been misused, lost or stolen or that the security of your PIN has been breached; or koe ola mei ha fehu'aki pa'anga ta'efakamafai'i na'e hoko he 'osi ho'o fakaha kihe ANZ koha fa'hinga Kaati ANZ kuo ngaue hala'aki, mole pe kaiha'asi pe koe malu ho'o Fika Fakapulipuli kuo maumau'i; pe
- result from an unauthorised transaction if it is clear that you have not contributed to the losses. Koe ola mei ha fehu'aki pa'anga ta'e fakamafai'i kapau 'oku ma'ala 'oku ke foaki kihe ngaahi mole.

2.18 EQUIPMENT MALFUNCTION

MAUMAU E ME'A NGAUE

We are responsible to the account holder for any loss caused by the failure of equipment to complete a transaction that was accepted in accordance with your instructions.

Ko homau fatongia kihe taha ha'ana e'akauni kiha fa'ahinnga mole na'e fakatupu mei he ta'e malava e me'a ngaue ke fakakakato e fehu'aki pa'anga na'e'osi tali fakatatau mo ho'o ngaahi tu'utu'uni.

However, if you were aware or should have been aware that the equipment was unavailable for use or malfunctioning, our responsibility will be limited to correcting errors in the account and refunding any charges or fees imposed as a result.

Neongo pe'e fefee, kapau 'oku ke'ilo pe na'e tonu ke ke'ilo koe me'a ngaue na'e 'ikai faingamalie ke ngaue'aki pe maumau, ko homau fatongia 'e fakangatangata ke fakatonutonu e fehalaaki 'I he 'akauni pea toe totongi fakafoki ha ngaahi hilifaki pe totongi fakakavenga ko ha ola.

You are solely responsible for your own personal computer anti-virus and PC security measures, and those of any authorised user, to help prevent unauthorised access via ANZ Internet Banking to your transactions and linked accounts.

'Oku ke fatongia'aki pe ki ho'o komipiuta fakafo'ituitui anti-virus moe PC fua malu'i, mo kinautolu 'oku ala fakamafai'i koe user pe ngaue'aki, ke tokoni ke ta'ota'ofi ha hu ta'e fakamafai'i fou he Pangike 'Initaneti 'ae ANZ ki ho'o fehu'aki pa'anga moe fakafehokotakinga kiho'o ngaahi 'akauni.

2.19 LIABILITY UNDER BILLPAY

MO'UA HE BILLPAY

General

Fakalukufua

You should note that:

'Oku tonu keke tokanga'i 'oku:

- if you advise us that a BillPay made from a linked account is unauthorised, you should first give us your written consent to obtain from the biller information about your account with that biller or the BillPay payment, (including your User ID) as we reasonably require to investigate the BillPay. This should be addressed to the biller who received the BillPay. If you do not do this, the biller may not be permitted by law to disclose to us the information we need to investigate or rectify that BillPay payment;

Kapau teke fakaha mai kia mautolu koe BillPay na'e fai mei ha fakafehokotakinga 'akauni 'oku ta'e fakamafai'i, 'oku tonu keke 'uluaki 'omai kia mautolu ho'o tohi 'oku ke loto ke ma'u mei he fakamatala 'ae taha tohi mo'ua kau ki ho'o 'akauni moe taha tohi mo'ua pe koe totongi BillPay, (fakakau ai ho'o ID ngaue'aki) ko 'emau faka'uhinga'i 'oku fiema'u ke fakatotolo'i e BillPay. 'Oku tonu eni ke fakatu'asila kihe taha tohi mo'ua na'a ne ma'u e BillPay. Kapau he'ikai teke fai eni, koe taha tohi mo'ua he'ikai ala ngofua he lao ke fakaha kia mautolu ha fakammatala temau fiema'u kihe fakatotolo pe fakatonutonu e BillPay koia;

- if you discover that the amount you instructed us to pay was less than the amount you needed to pay, you can make another BillPay for the shortfall. If you cannot make another BillPay for the shortfall because the shortfall amount is less than the minimum amount the biller will accept, you can ask us to arrange for a reversal of the initial payment. You can make a second payment for the correct amount. if you discover that the amount you instructed us to pay was more than the amount you needed to pay, you can ask us to request a reversal of the initial payment from the biller on your behalf, and if this occurs, you can make a second payment for the correct amount.

Kapau teke ma'u koe mahu'inga na'a ke tu'utu'uni kia mautolu ke totongi na'e si'isi'i he mahu'inga na'a ke fiema'u ke totongi, teke toe fai ha BillPay kihe tonounou.

Kapau he'ikai teke fai ha toe BillPay kihe tonounou koe'uhi koe mahu'inga he tonounou 'oku si'isi'i ia he mahu'inga lahi taha'e tali he'e taha tohi mo'ua, teke 'eke mai kia mautolu ke fokotu'utu'u kiha fakafoki 'oe 'uluaki totongi. Teke lava o fai ha totongi fika ua kihe mahu'inga totonu. Kapau teke 'ilo koe mahu'inga na'a ke tu'utu'uni mai kia mautolu ke totongi na'e lahi ia he mahu'inga 'oku fiema'u keke totongi, teke lava 'o talamai kia mautolu ke kole ha fakafoki 'oe 'uluaki totongi mei he taha tohi mo'ua koho fakafofonga, kapau'e hoko eni, teke lava 'o fai ha totongi hono ua kihe mahu'inga totonu.

ANZ's liability

Mo'ua 'oe ANZ

Where you use your account for personal purposes, our liability under the BillPay Service is as set out under 'Unauthorised transactions'.

'I ho'o ngaue'aki ho'o 'akauni kihe ngaahi 'uhinga fakafotiuitui, ko homau mo'ua he ngaue BillPay 'oku ha atu he 'fahu'aki ta'efakamafai'i.

Where you use your account for business purposes, we will not be liable to you under the BillPay Service except in the circumstances set out in this clause.

'I ho'o ngaue'aki ho'o 'akauni kihe ngaahi 'uhinga fakapisinnisi, he'ikai ha'amau totonu kia koe he ngaue BillPay tukukehe 'ihe tu'u pehee 'ae ngaahi me'a 'oku ha atu he konga koeni.

BillPay payments

Ngaahi totongi BillPay

Except where a BillPay payment is an unauthorised payment, a fraudulent payment or a mistaken payment, BillPay payments are irrevocable. No refunds will be provided through the BillPay Service where you have a dispute with the biller about any goods or services you may have agreed to acquire from the biller. Any dispute must be resolved with the biller.

Tukukehe ko ha totongi BillPay koha totongi na'e ta'efakamafai'i, ko ha totongi kaka pe koha totongi hala, koe ngaahi totongi BillPay 'oku 'ikai ala fakafoki. He'ikai ha totongi fakafoki 'e 'oatu fou he ngaue BillPay 'aia 'oku 'iai e fakakikihi moe taha tohi mo'ua fekau'aki mo ha ngaahi koloa pe ngaahi nngaue na'a ke loto ke ma'u mei he taha tohi mo'ua. Koha fakakikihi kuopau ke fakapapau moe taha tohi mo'ua.

Unauthorised payments

Ngaahi totongi ta'efakamafai'i

If a BillPay is made in accordance with a payment direction, which appeared to us to be from you or on your behalf, but which you did not in fact authorise, we will credit your account with the amount of that unauthorised payment. However, you must pay us the amount of that payment if:

Kapau koha BillPay kuo fai he fakatatau moe halanga 'oe totongi, 'aia 'oku ha mai kia mautolu koe ha'u mei koe pe ko hao fakafofonga, ka 'oku 'ikai ke 'ihe fakamafai totonu, temau kuletiti ho'o 'akauni moe mahu'inga 'oe fo'i totongi ta'efakamafai'i koia. Kaikehe, kuopau keke totongi ai kia mautolu e mahu'inga 'oe totongi koia kapau:

- (i) we cannot recover the amount from the person who received it within 20 ANZ working days of us attempting to do so; and
he'ikai kemau toe ma'u ha mahu'inga mei ha taha na'a ne ma'u ia 'i loto he 'aho ngaue ANZ 'e 20 'o 'emau feinga ke fai ia; pea
- (ii) the payment was made as a result of a payment direction which did not comply with our prescribed security procedures.

Koe totongi na'e fai koe ola 'oha halanga totongi 'aia 'oku 'ikai tali 'emau ngaahi tohi tu'utu'uni malu'i.

Fraudulent payments

Ngaahi totongi kaka

If a BillPay is induced by the fraud of a person involved in the BillPay Service, then that person should refund you the amount of the fraud-induced payment.

Kapau 'oku fakaloto'i he'e BillPay 'eha tokotaha kaka 'oku kaunga 'ihengaue BillPay, pea koe tokotaha koia kene totongi fakafoki atu e mahu'inga 'oe totongi fakaloto'i kaka.

However, if that person does not refund you that amount, you must bear the loss unless some other person involved in the BillPay Service knew of the fraud or would have detected it with reasonable diligence, in which case that person must refund you the amount of the fraud-induced payment.

Kaikehe, kapau koe tokotaha koia he'ikai kene totongi fakafoki atu e mahu'inga koia, 'oku totonu keke fua e mole tukukehe ha toe taha'e kaunga kihe ngaue BillPay na'a ne 'ilo kihe kakaa pe na'a ne 'ilo ia moe 'uhinga fa'a ngaue, 'e pau leva ke totongi fakafoki atu'e he tokotaha koia kia koe 'a e mahu'inga kihe totongi kiha kaka fakaloto'i.

Mistaken payments Ngaahi totongi fehalaaki

If you discover that a BillPay has been made to a person, or for an amount, which is not in accordance with your instructions (if any), and your account was debited for the amount of that payment, we will credit that amount to your account. However, if you were responsible for a mistake resulting in that payment and we cannot recover the amount of that payment from the person who received it within 20 ANZ working days of us attempting to do so, you must pay that amount to us.

Kapau teke 'ilo ha BillPay na'e fai kiha taha, pe kiha mahu'inga, 'oku 'ikai ke tatau mo ho'o ngaahi tu'utu'uni (kapau na'e 'iai), mo ho'o 'akauni na'e to'o kihe mahu'inga 'oe fo'i totongi koia, temau kuletiti e mahu'inga ki ho'o 'akauni. Kaikehe, kapau na'a ke kaunga kiha fehalaaki koe ola'oe totongi koia pea he'ikai temau toe ma'u e mahu'ingga 'oe totongi mei ha taha na'a ne ma'u ia'i loto he 'aho ngaue ANZ'e 20 kiate kimautolu ke feinga ke fai ia, 'oku ke totongi mai e mahu'inga.

You acknowledge that the receipt by a biller of a mistaken or erroneous payment does not or will not, under any circumstances, constitute part or whole satisfaction of any underlying debt owed between you and that biller.

'Oku ke fakamo'oni koe tali totongi mei he taha tohi mo'ua 'oha totongi ma'u hala pe fehalaaki he'ikai pe 'e 'ikai, 'iha fa'ahinga tu'unga, fokotu'u kongga pe kakato fakafiemalie 'oha tefito'i mo'ua 'oku mo'ua 'iho vaha'a moe taha tohi mo'ua.

Consequential loss Fakahokohoko 'oe mole

We are not liable for any consequential loss or damage you suffer as a result of using the BillPay Service, other than due to any loss or damage you suffer due to our negligence or in relation to any breach of a condition or warranty implied by law in contracts for the supply of goods and services and which may not be excluded, restricted or modified at all or only to a limited extent.

'Oku 'ikai kemau ngofua kiha fakahokohoko 'oe mole pe maumau 'oku ke faingata'ia ai koe ola'oe ngaue'aki e ngaue BillPay, kehe ia tupunga mei ha fa'ahinga mole pe maumau 'oku ke faingata'ia ai taau ki he'emaui li'ekina pe felave'i mo ha maumau ha tu'unga pe tohi fakamafai'i 'oku 'uhinga kiai 'ae lao 'ihe ngaahi aleapau kihe 'omai e ngaahi koloa moe ngaahi ngaue moe he'ikai ala ta'e fakakau, fakatapatapu pe ki'i liliu pa a pe kiha fakalahi ha fakangatangata.

Indemnity Totongi huhu'i

To the extent permitted by law, you indemnify us against any loss or damage we may suffer due to any claim, demand or action of any kind brought against us arising directly or indirectly because you:

Kihe fakalahi 'oku fakangofua he'e lao, kuo ke totongi huhu'i kimautolu mei ha fa'ahinga mole pe maumau temau ala faingata'ia ai tupunga mei ha fa'ahinga 'eke, kouna pe naue 'oha fa'ahinga na'e 'ohake hangatonu pe 'ikai kene fakafepaki'i mautolu koe'uhi 'oku ke:

- (a) did not observe your obligations under; or
na'e 'ikai ke siofi ho ngaahi fatongia he; pe
- (b) acted negligently or fraudulently in connection with these Terms and Conditions.
na'e ngaue ta'etokanga pe kaka 'ihe fekau'aki moe Ngaahi Makatu'unga.

2.20 CHANGES TO THE ELECTRONIC BANKING CONDITIONS OF USE

NGAAHI LILIU KIHE MAKATU'UNGA HONO NGAUE'AKI E PANGIKE 'ILEKITULONIKA

We can change the electronic Banking Conditions of Use at any time. We will give you 20 days prior written notice of any changes which:

- Temau liliu e Makatu'unga hono ngaue'aki e Pangike 'ilekitulonika ha fa'ahinga taimi pe. Temau 'uluaki 'oatu ha fanongonongo faitohi 'aho'e 20'oha fa'ahinga liliu 'e:
 - impose or increase charges relating solely to the use of electronic equipment;
koe hilifaki pe fakalahi he ngaahi liliu felave'i pe kihe ngaue 'ae me'angaue faka'ilekitulonika;
 - increase your liability for losses relating to electronic transactions; or
koe fakalahi ho mo'ua kihe ngaahi mole felave'i kihe fehu'aki faka'ilekitulonika; pe
 - change your daily transaction limit or other periodical transaction limit applying to the use of electronic equipment.
Koe liliu ho'o fakangatangata kihe fehu'aki pa'anga faka'aho pe ko ha toe fakangatangata e vaha'a taimi fehu'aki pa'anga ngaue'aki kihe ngaue'oe me'angaue faka'ilekitulonika.

2.21 CHANGES TO TRANSACTIONS MADE THROUGH ELECTRONIC TERMINALS

NGAAHI LILIU KIHE NGAHHI FEHU'AKI PA'ANGA NA'E FAI FOU HE NGAHHI TEMINOLO 'ILEKITULONIKA

Any transactions made by you at an electronic terminal cannot be cancelled, altered or changed by you.

Koha fa'ahinga fehu'aki pa'anga na'e fai meia koe 'iha teminolo 'ilekitulonika na'e 'ikahi ala kaniseli, na'e faka faikehekehe'i pe na'e liliu 'e koe.

2.22 PRINTED TRANSACTION RECORDS

KOE 'U LEKOOTI FEHU'AKI PA'ANGA NA'E PAAKI

When you complete a transaction at an electronic terminal you will receive a printed transaction record. You must check your record carefully. You should retain these records for verification purposes and to aid in reconciling account statements.

He taimi teke fakakakato ai ha fehu'aki pa'anga 'iha teminolo 'ilekitulonika teke ma'u ha lekooti fehu'aki na'e paaki. Kuopau keke vakai'i fakalelei ho'o lekooti. Kuopau keke pukepuke e ngaahi lekooti koia ke fakamo'oni'i e ngaahi 'uhinga pea ke tokoni hono fakalelei'i e fakamatala pa'anga kihe 'akauni.

2.23 THIRD PARTY SERVICES

KOE NGAUE 'A E PAATI HONO TOLU

ANZ does not authorise, promote or endorse and shall not be responsible or liable in any way for the use of account services offered by third parties to access your ANZ accounts (including account aggregation services, such as may be provided by other financial institutions).

'Oku 'ikai fakamafai'i he'e ANZ, hiki hake pe fakamo'oni hingoa pea he'ikai ke fatongia'aki pe ngofua 'iha fa'ahinga founa kihe ngaue'oe 'ae ngaahi ngaue 'ae 'akauni 'oku 'oatu he'e paati hono tolu ke hu ki ho'o ngaahi 'akauni ANZ (kau ai e ngaahi ngaue hono kotoa he 'akauni, 'aia mahalo 'e 'oatu 'eha ngaahi feitu'u fakapa'anga).

2.24 GENERAL

KOE FAKALUKUFUA

ANZ is not liable for the refusal of any merchant to accept an electronic transaction and, to the extent permitted by law, is not responsible for the goods and services supplied by a merchant.

‘Oku ‘ikai ngofua kihe ANZ ke fakafisinga’i ha fa’ahinga fakatupu koloa ke tali ha fehu’aki pa’anga ‘ilekitulonika moe, kihe fakaloloa ‘oku fakangofua he’e lao, ‘oku ‘ikai ko hamau fatongia kihe ngaahi koloa moe ngaahi ngaue ‘oku fai he’e fakatupu koloa.

You accept that:

‘Oku ke tali ke:

- not all electronic equipment from which cash can be withdrawn will always contain cash;
‘oku ‘ikai koe me’angaue faka’ilekitulonika kotoa pe’e toho mai ha pa’anga mei ai, ‘e ‘iai ma’u pe e pa’anga ai;
- any cash dispensed at electronic equipment is at your risk once it becomes visible or available to you to collect; and
ko ha fa’ahinga tufaki pa’anga ‘iha me’angaue faka ‘ilekitulonika, ‘oku fakatu’utamaki kia koe ‘iha tu’o taha ha’ane hoko ‘o pulia pe faingamalie kia koe keke tanaki; moe
- not all electronic equipment will allow you to make deposits.
‘oku ‘ikai koe me’angaue faka’ilekitulonika kotoa tene faka’ataa koe ke fai ha ngaahi fakahu pa’anga.

2.25 EFTPOS

EFTPOS stands for Electronic Funds Transfer at Point of sale.

Koe EFTPOS ‘oku tu’u kihe Electronic Funds Transfer at Point of sale.

This facility allows you to pay for goods and services with a card linked to your account. Depending on the retailer, you may also be able to use the card to withdraw cash using the EFTPOS terminal.

Koe ngaue ni ‘oku ne faka’ataa koe ke totongi kihe ngaahi koloa moe ngaahi ngaue moe Kaati ‘oku fakafehokotakinga ki ho’o ‘akauni. ‘Oku fakafalala ‘ihe koloa fakamovetevete, teke toe ala ngaue’aki e kaati ke toho ha pa’anga ngaue’aki ‘ae teminolo ‘ae EFTPOS.

2.26 MAESTRO AND CIRRUS

Maestro® and Cirrus® are international EFTPOS and ATM networks that allow you to access available funds in ANZ accounts by using your ANZ Access card while overseas.

Koe Maestro moe Cirrus koe network fakavaha’a pule’anga EFTPOS moe ATM ‘oku ne faka’ataa koe keke vakai’i ha pa’anga ‘oku faingamalie he ‘u ‘akauni ANZ ‘i hono ngaue’aki ho’o Kaati ANZ lolotonga ho’o ‘i tu’apule’anga.

When you use your ANZ MasterCard card, you can usually choose (in Tonga) to withdraw funds from either your linked savings or cheque account. If you have both a savings account and a cheque account linked to your card, when you press ‘debit’, the ATM will automatically make the withdrawal from your linked savings account.

‘Ihe taimi ‘oku ke ngaue’aki ai ho’o Kaati Maasita ANZ, teke lava ‘o fili (he Tonga) ke toho ha pa’anga mei ha taha ho’o fakafehokotakinga pa’anga tanaki pe ‘akauni sieke. Kapau ‘oku ma’u loua ha ‘akauni pa’anga tanaki mo ha ‘akauni sieke ‘oku fakafehokotakinga ki ho’o kaati, he taimi teke lomi ai e ‘to’o, ‘e ‘otometiki pe hono fai he’e ATM ha toho mei ho’o ‘akaungi fakafehokotakinga pa’anga tanaki.

You cannot use your ANZ access card or ANZ MasterCard card at Cirrus ATMs overseas to pay money into your account or transfer funds between linked accounts.

He'ikai teke hu kii ho'o Kaati ANZ pe Kaati Maasita ANZ 'ihe Cirrus ATM 'i tu'apule'anga ke totongi ha pa'anga ki ho'o'akauni pe 'ave pa'anga he vaha'a'oe'akauni fakafehokotakinga.

Fees and charges – Maestro and Cirrus

Koe ngaahi totongi fakahoko ngaue moe ngaahi totongi hilifaki – Maestro and Cirrus

Transaction fees, overseas transaction fees and ATM operator fees apply for the use of Cirrus ATMs and Maestro EFTPOS overseas. If the amount of the transaction is more than your available balance (including any approved overdraft limit) and we do not agree to provide the amount under the informal overdraft facility.

Koe ngahi totongi fehu'aki, ngahi totongi fehu'aki fakatu'apule'anga moe totongi fakalele'oe ATM 'oku ngaue'aki ki hono ngaue'aki 'oe Cirrus ATM moe Maestro EFTPOS 'i tu'apule'anga. Kapau koe mahu'inga'oe fehu'aki 'oku lahi ia 'i ho'o palanisi 'oku ala ma'u (kau ai ha fakangatangata 'oe lahi atu e pa'anga kuo totongi atu he pa'anga na'e hu mai kuo faka'ataa) pea 'oku 'ikai kemau loto ke 'oatu ha mahu'inga he malumalu 'oe fakasi'isi'e e no he lahi atu e pa'anga kuo totongi atu he pa'anga na'e hu mai.

Surcharges – Maestro and Cirrus

Koe ngahi totongi fakalahi – Maestro moe Cirrus

You may have to pay a surcharge for making a withdrawal from some ATMs overseas. Surcharges will not appear as a separate item on your account statement. They will be included in the total amount of the withdrawal.

'Oku malava keke totongi ha totongi fakalahi 'i hano fai ha toho mei ha ngaahi ATM 'i tu'apule'anga. Koe ngaahi totongi fakalahi he'ikai 'asi koe me'a mavahe 'l ho'o fakamatala 'akauni. Tenau kau 'ihe mahu'inga fakakatoa 'oe toho.

Exchange rates and conversion – Maestro and Cirrus

Ngaahi totongi fakafetongi moe liliu – Maestro moe Cirrus

All charges, purchases and cash advances will be processed through MasterCard international incorporated using the conversion rate set in accordance with its rules as at the date those transactions are processed by MasterCard international incorporated.

Koe ngaahi hilifaki kotoa, ngahi fakatau moe ngaahi toho pa'anga 'e teuteu'i fou he Kaati Maasita Fakatahataha Fakavaha'apule'anga 'o ngaue'aki e liliu pa'anga kuo fakatoka 'ihe fakataata mo hono ngaahi tu'utu'uni 'ihe 'aho 'oku teuteu'i ai e ngaahi fehu'aki he'e Kaati Maasita Fakatahataha Fakavaha'apule'anga.

This means that:

'Oku 'uhinga eni:

- Transactions in United States dollars will be converted into Australian dollars.
Koe ngaahi fehu'aki 'i pa'anga 'Amelika 'e liliu kihe pa'anga 'Aositelelia.
- Transactions in other currencies will first be converted into United States dollars and then converted to the currency the account is held in.
Koe ngaahi fehu'aki pa'anga he ngaahi kalenisi kehe 'e tomu'a liliu kihe pa'anga 'Amelika pea toe liliu kihe kalenisi 'oku pukepuke iai e 'akauni.

In most cases, the conversion rate applied to a refund of a transaction will be different to the conversion rate used for the original transaction.

'Ihe ngaahi me'a lahi, koe liliu pa'anga 'oku ngaue'aki kiha totongi fakafoki 'oha fehu'aki 'e kehekehe kihe liliu pa'anga na'e ngaue'aki kihe 'uluaki fehu'aki pa'anga.

SECTION 3: OTHER THINGS YOU NEED TO KNOW

KONGA 3: NGAAHI ME'A KEHE 'OKU FIEMA'U KEKE 'ILO

3.1 CHANGE OF NAME AND ADDRESS LILIU HE HINGOA MOE TU'ASILA

You should notify ANZ promptly in writing of any changes to your account details. ANZ will not be responsible for any errors or losses associated with account changes where ANZ has not received prior written notice.

'Oku tonu keke tala atu kihe ANZ 'ihe faitohi 'oha fa'ahinga liliu ki he fakaiiki ho'o 'akauni. 'Oku 'ikai koha fatongia 'oe ANZ ki ha fa'ahinga hala pe mole felave'i moe ngaahi liliu he 'akauni 'aia 'oku te'eki ma'u he'e ANZ ha 'uluaki fanongonongo faitohi.

3.2 OUR RIGHT TO COMBINE ACCOUNTS AND BLOCK ACCESS KO 'EMAU TOTONU KE FAKATAHA'I E 'U 'AKAUNI MOE POLOKA E HU KIAI

We reserve the right to block access to your account. We can combine the balances of two or more of your accounts, without giving you notice, even if the accounts are at different branches or in joint names. We may do this if one of your accounts is overdrawn or is in debit and another is in credit. We can then use the balance of the account that is in credit to repay the overdrawn amount in the other account. If we combine any of your accounts we will tell you about this as quickly as possible. We do not need to notify you in advance. You should not treat your accounts as combined unless we have agreed to such an arrangement.

'Oku pule kihe totonu ke poloka ha hu ki ho'o 'akauni. Temau fakataha'i e 'u palanisi 'oe ua pe lahi hake 'o ho'o 'akauni, ta'e 'oatu ha fanongonongo, neongo koe 'u 'akauni 'oku nau va'a kehekehe pe 'ihe hokohoko e ngaahi hinga. Temau ala fai eni

kapau koe taha ho'o ngaahi 'akauni 'oku 'ova hono toho pe 'oku mo'ua pea koe taha 'oku kuletiti. Temau ngaue'aki e palanisi 'oe 'akauni 'oku kuletiti ke totongi e mahu'inga na'e toho 'ova he 'akauni 'e taha. Kapau temau fakataha'i ha fa'ahinga 'i ho'o 'u 'akauni temau tala atu fekau'aki mo ia he faingamalie vave taha. 'Oku 'ikai kemau fiema'u ke tala atu kia koe hono toho. 'Oku tonu ke 'oua teke 'ai ho'o 'u 'akauni kenau fakataha tukukehe kapau temau loto kiha fa'ahinga aleapau.

3.3 CLOSING YOUR ANZ ACCOUNT KO HONO TAPUNI HO'O 'AKAUNI ANZ

You or any other authorised person can close your account at any time upon request at any ANZ branch.

Ko koe pe ha toe taha 'oku fakamafai'i tene lava 'o tapuni ho'o 'akauni 'iha fa'ahinga taimi 'iha kole 'iha fa'ahinga va'a 'oe ANZ

ANZ will pay you the credit balance plus deposit interest if any, less any accrued account fees and Government charges and fees applicable at the closing date ("net credit balance"). Monthly fees will apply even if the account has been open for only part of a calendar month. Any uncleared funds will not be released until they are cleared.

'E totongi atu he'e ANZ kia koe 'ae palanisi kuletiti tanaki kiai ha tupu mei ha fa'ahinga fakahu kapau 'oku 'iai, to'o ha fa'ahinga totongi 'akauni lahi fau moe ngaahi totongi hilifaki 'ae Pule'anga moe totongi taau 'ihe 'aho tapuni ("palanisi he toenga kuletiti"). Ngaahi totongi fakamahina 'e ngaue'aki tatau aipe kapau koe 'akauni kuo fakaava kihe konga 'oe mahina tohimahina. Koha pa'anga te'eki 'ataa he'ikai tukuange kae 'oleva kenau 'ataa.

Any unused passbooks, cheque books, or ANZ Cards which solely operate the account must be returned to ANZ upon closure of your account. An account with cheque access may only be closed once all outstanding cheques have been presented. ANZ reserves the right to return any cheques presented for payment after the account has been closed.

Koha 'u tohi pangike te'eki ngaue'aki, 'u tohi sieke, pe 'u Kaati ANZ 'aia 'oku ne pule'i e 'akauni kuopau ke fakafoki kihe ANZ he tapuni ho'o 'akauni. Koha 'akauni 'oku hu sieke 'e toki ala tapuni he taimi 'e 'omai kotoa ai e ngaahi sieke 'oku te'eki totongi. 'Oku pule e ANZ kihe totonu ke fakafoki ha fa'ahinga sieke na'e 'omi ke totongi he 'osi e tapuni e 'akauni.

If your account has either a nil or debit balance, and there have been no transactions (except for Government charges and fees) on the account for more than 30 days, then ANZ may close your account without giving you prior notice.

Kapau ko ho'ō 'akauni 'oku hala pe mo'ua e palanisi, pea ne te'eki ha fehu'aki pa'anga (tukukehe 'ae totongi hilifaki 'ae Pule'anga moe'u totongi fakahoko ngaue) 'ihe 'akauni 'o lahi hake he 'aho 'e 30, pea e ala tapuni he'e ANZ ho'ō 'akauni ta'e 'oatu ha toe fanongonongo.

ANZ may exercise its discretion to close an account due to unsatisfactory conduct, where the balance falls below any required ongoing minimum balance, where required by law or regulatory body, or for any other reason it considers appropriate. In this event, ANZ will notify you in writing at the address shown on its records and will forward a bank cheque for the net credit balance of the account.

'E ala ngaue'aki hono kehekehe ke tapuni e 'akauni fakatatau kihe ta'efiemalie hono tataki, 'aia koe palanisi 'oku to ki lalo, 'aia 'oku fiema'u he'e lao pe sino fai tu'utu'uni, pe kiha toe 'uhinga kehe 'oku pehee 'oku fe'unga. 'I he me'a kuo hoko, 'e 'oatu he'e ANZ 'ihe faitohi 'ihe tu'asila 'oku ha he'enu lekooti pea 'e 'oatu ha sieke pangike kihe toenga palanisi kuletiti 'ihe 'akauni.

CONTACT US

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This brochure is current as at February 2018 and the details in it are subject to change.

Koe tohi ni oku ngaue'aki kamata 'i Fepueli 2018 pea koe ngaahi fakaiki'iki 'i lotu
'oku malava ke liliu.

