

### 13.2 Supplying us with your personal data

Further, from time to time, it is/may be necessary for you to supply us with your personal data in connection with the establishment or provision of the Card Programme, the opening or continuation of the Card Account, and/or for us to comply with any and all applicable laws or guidelines issued by governmental or regulatory authorities.

### 13.3 Failure to supply personal data

Your failure to supply certain personal data to us (or if we are not permitted to process your personal data), may/would result in us being unable to provide the Card Programme, open or continue your Card Account.

### 13.4 Purposes for collecting, using, disclosing and processing personal data

You hereby agree and consent that we, our employees and agents, may collect, use, disclose and/or process your personal data for the following purposes:

- considering whether to provide you with the Card Programme including the Card and the Card Account, that you applied for;
- opening, processing, administering, managing and/or maintaining the Card Programme, the Card and/or the Card Account;
- operation of the Card Programme, the Card and/or the Card Account;
- administering and/or managing your Card Programme relationship with us;
- carrying out your instructions or responding to any enquiry purporting to be given by you or on your behalf;
- dealing in any matters relating to the Card Programme (in doing or carrying out the aforesaid, communicating with you by various modes of communication including but not limited to SMSes, emails, telephone calls, facsimile messages, the mailing of correspondence, statements, invoices, reports or notices to you, which could involve disclosure of certain personal data about you to bring about delivery of the same as well as on the external cover of envelopes or mail packages);
- carrying out due diligence or other screening activities (including background checks) in accordance with legal or regulatory obligations or our risk management procedures (including but not limited to those designed to combat financial crime, "know-your customer", anti-money laundering, counter-terrorist financing or anti-bribery), that may be required by law or that may have been put in place by us;
- conducting credit checks and/or upon adhoc, periodic or special reviews of your credit;
- assisting other financial institutions to conduct credit checks and collect debts from you;
- ensuring your ongoing credit worthiness;
- determining the amount of indebtedness owed to or by you;
- collection of amounts outstanding from you and those providing security for your debts;
- creation of records as to the business carried on by us;
- to prevent or investigate any fraud, unlawful activity or omission or misconduct, whether relating to the Card Programme, the Card, the Card Account or any other matter arising from your Card Programme relationship with us, and whether or not there is any suspicion of the aforementioned;
- to perform data analytics or analysis that is reasonably necessary for us to provide, improve and/or assess the suitability of, the Card Programme, the Card and/or Account provided or to be provided to you, including but not limited to credit scoring, staff training, assessment of customer preferences or needs, or customer satisfaction;
- to carry out or perform, administrative, operational and technology tasks (including technology infrastructure maintenance and support, application maintenance and support, risk management, systems development and testing, and business continuity management, quality assurance surveys, and market customer satisfaction research);
- complying with or as required by any applicable law, governmental or regulatory requirements of any relevant jurisdiction, including meeting the requirements to make disclosure under the requirements of any law binding on us or any of our branches or under and for the purposes of any guidelines issued by regulatory or other authorities with which we or any of our branches are expected to comply. This may include where disclosure and processing is by agreements with government agencies or revenue authorities in Singapore or elsewhere, to make inquiries about your tax status, or as required by external payment systems in Singapore or elsewhere; and/or
- providing and sending you marketing, advertising and promotional information, materials and/or documents, via any communication to your postal or email addresses, or via electronic messages, SMSes, voice calls and/or facsimiles to your telephone numbers (based on our records), such messages to your telephone numbers only being sent in accordance with the requirements of Part IX of the PDPA, relating to:
  - any Benefits and/or regarding the Card Programme ("Card Programme Marketing Purpose"), where you are a Card Programme customer; and/or
  - any other products or services provided, promoted or marketed by us and/or our third party merchants with whom we have collaborated or partnered and which are not regarding the Card Programme ("Non-Card Programme Marketing Purpose"), where you have separately provided consent to us in relation thereto, the Card Programme Marketing Purpose and the Non-Card Programme Marketing Purpose shall be collectively referred to as the "Marketing Purpose". (collectively, the "Purposes")

### 13.5 Processing personal data for supply of Benefits

You acknowledge that as this Agreement entails you signing up for the Card Programme, a key aspect of which are the Benefits, it is necessary for us therefore to be able to process your personal data and to send you marketing information and materials relating to any Benefits (whether existing now or created in future) and thus the need for the purpose set out at clause 13.4(f).

### 13.6 Disclosure and processing for stipulated purposes

In carrying out one or more of the above Purposes including the Card Programme Marketing Purpose (and if you had provided consent separately to us to carry out the Non-Card Programme Marketing Purpose then the Non-Card Programme Marketing Purpose becomes applicable in this subclause), we may need to or will disclose your personal data to certain third parties, whether located within or outside Singapore, as such third parties would then be processing your personal data for one or more of the above Purposes. In this regard, your personal data that is in our possession will be kept confidential but you hereby acknowledge, agree and consent that we may/are permitted to disclose your personal data to the following third parties (whether located within or outside Singapore) for one or more of the above Purposes and for the said third parties to subsequently process your personal data for or more of the above Purposes and/or for the Marketing Purpose:

- our head office, subsidiaries, associated or affiliated companies, branches and/or representative offices;

- any agent, contractor or third party service provider including but not limited to those that provide administrative, telecommunications, computer, payment or securities clearing or other services to us in connection with the operation of our business, mailing houses, telecommunication companies, marketing agents, call centres, data processing companies, data storage or hosting service providers, back-up data service providers, disaster recovery centres and information technology companies;
- credit reference agencies, and, in the event of default, to debt collection agencies;
- any person to whom we are under an obligation to make disclosure under the requirements of any law binding on us or any of our branches or under and for the purposes of any guidelines issued by regulatory or other authorities with which we or any of our branches are expected to comply with; and
- third parties including any merchant companies who are involved in or are providing any of the Benefits, or who are involved in or participating in the Card Programme.

### 13.7 Withdrawal of consent

If you do not wish for us to use your personal data or disclose your personal data for any of the above Purposes, you may withdraw your consent at any time by written notice to us, pursuant to the PDPA, however as stated at clause 13.3 above, depending on the circumstances and the nature/extent of your withdrawal, your withdrawal of consent may mean our inability to provide you with the Card Programme and Card and hence may result in the termination of your Card and the Card Programme or other consequences of a legal nature which may arise by virtue of your legal relationship with us.

### 13.8 Disclosure of personal data

Without prejudice to the generality of the foregoing, you consent for us to, whether before or after termination of the Card Programme or Card Account, disclose your personal data and/or any information relating to you, any Card Transaction or your Card Account, for one or more of the Purposes, to (i) any third party as we may deem fit in our reasonable discretion, including but not limited to our head office, subsidiaries, associated or affiliated companies, branches, agents, correspondents, agencies or representative offices (each a "Permitted Party"), (ii) any party authorised by you to operate the Card Account, (iii) any merchant, bank or financial institution, (iv) any credit bureau and/or its compliance committee and for such credit bureau and/or its compliance committee to disclose the personal data to third party or parties, including but not limited to its member banks or financial institutions, (v) any government agency, statutory board, regulatory body or supervisory or revenue authority in Singapore or elsewhere, or to any party to whom such entity has required such disclosure, where such disclosure is required by law or is pursuant to the directive of such entity or agreement with such entity, whether the disclosure is made directly or through a Permitted Party; (vi) any party involved in facilitating, processing or providing any services or facilities in connection with your Card, Card Account, any Card Transaction and/or this Agreement, (vii) any party for the purpose of collecting or recovering, or securing for your benefit or repaying on your behalf, any sums of money owing to us from you, (viii) any party who sees any envelopes or communication materials bearing our name and/or logo sent by us to you, (ix) any party who is involved in the marketing or promotion of benefits, services or facilities in connection with your Card, (x) any dispute resolution centre who is investigating, dealing, adjudicating or mediating any complaint, query, dispute or claim relating to your Card, Card Account, Card Transaction and/or this Agreement and (xi) any other party to whom we consider it necessary to make such disclosure for one or more of the Purposes.

These provisions are intended to facilitate (i) the provision of services, benefits and facilities in connection with your Card Programme, Card, Card Account, Card Transactions, and (ii) the fulfilment of our legal and regulatory obligations. We will not disclose to a greater extent than is provided and which we determine in good faith to be necessary.

### 13.9 Credit bureau

Without limiting the generality of the foregoing, for the purpose of assessing your creditworthiness and one or more of the Purposes, you also authorise:

- us to obtain information relating to you from any credit bureau and consent to such credit bureau disclosing information about you to us, and
- the credit bureau to disclose information about you obtained from us to its members or subscribers and/or compliance committees.

Our authority, and the credit bureau's authority, to disclose such information shall survive the termination of this Agreement.

### 13.10 Written permission

You agree that where your written permission is required by law or otherwise for any such disclosure by us, the signing of the Card application form or on the Card, the usage of the Card as well as in any other manner permitted by law shall constitute and be deemed to be sufficient written permission for such disclosure.

### 13.11 Additional rights

Our rights under this Clause shall be without prejudice to other rights of disclosures available pursuant to the Banking Act, Chapter 19 of Singapore (as may be amended and revised from time to time), the PDPA or any other statutory provision and in law and nothing herein is to be construed as limiting any of these other rights.

### 13.12 Information on data protection officer

Information regarding our data protection officer is or will in due course be available at anz.com.sg and/or in our branches.

## 14. Set Off and Consolidation

### 14.1 Extent of our rights

We may at any time and without prior notice or demand combine or consolidate any and all accounts maintained by you with us (whether matured or not) and regardless of where your accounts are located or whether your accounts are held in your sole name or jointly with others and set off or transfer any sum standing to the credit in any or all such accounts in or towards the discharge or payment of any and all sums due to us from you on any Card Account or under this Agreement notwithstanding that:

- the use of the Card or the Card Account has not been terminated; and/or
- the Outstanding Balance does not exceed the Credit Limit.

### 14.2 Set off and consolidation involving foreign currencies

Where any set off or consolidation undertaken by us involves the conversion of one currency to another, we shall make the necessary conversion at our prevailing currency exchange and you shall bear all exchange risks, losses, commission and other bank charges which may be incurred.

## 15. Communication and Service of Documents

### 15.1 Communications

- Any Card (whether issued pursuant to an application or a renewal or replacement Card) and all Billing Statements and correspondence under this Agreement may be sent by personal delivery, ordinary post, electronic means and/or facsimile transmission to your last known address (whether within or outside Singapore and whether such address is a Post Office Box or is a place of residence or business) or facsimile number as may be provided to, or obtained by, us or our solicitors and/or published in such manner as we may reasonably select.
- All communication is deemed to have been effectively served on you:
  - on the date of delivery if delivered by hand; and
  - on the date of transmission if sent by facsimile transmission, electronic mail or through the Internet; and
  - on the date immediately after the date of posting if sent by post; and
  - on the date of publication if published;notwithstanding that it is not received by you or returned undelivered.
- Any marketing or any other communication from us may be sent to you by any message service or such other forms of electronic communication over such devices, media or channels as we may reasonably determine. You agree that we may also send you via such means, payment amount reminders including but not limited to the payment due dates, reminders on any missed payments, alerts on any suspected account activities or any other information as we may reasonably determine. You further acknowledge, agree and consent that information may be disclosed, whether inadvertently or otherwise, to any third party, whether authorised or unauthorised, who may have, or may gain access in any way to such communication sent by us to you.

### 15.2 Service

- We may serve any writ of summons, statement of claim or other legal process or document in respect of any action or proceedings under this Agreement required by any relevant law or the rules of court to be served on you by personal service, by leaving the same at, and/or sending the same by ordinary post to the last known address (whether within or outside Singapore and whether such address is a Post Office Box or is a place of residence or business) as may be provided to, or obtained by, us or our solicitors or other agents, or as may be known to us.
- Such legal process or document is deemed to have been duly served on you:
  - on the date of delivery, if sent by hand; and
  - on the date immediately after the date of posting, if sent by post; notwithstanding that it is not received by you or returned undelivered.
- Service of such legal process is deemed to be good and effective service of such legal process on you even if documents are returned to us undelivered and nothing in this Agreement shall affect our right to serve legal process in any other manner permitted by law.

### 15.3 Communication involving supplementary cardmembers

Any notice or any amendment to this Agreement that is sent by us to the Principal Cardmember or any Supplementary Cardmember shall be considered to have been sent and received by all such cardmembers at the same time.

### 15.4 Communication from you

Any request of or instruction to us shall be in writing and shall be signed by you provided nevertheless that we may but shall not be obliged to accept and act on any instruction or request by telex, electronic means, facsimile transmission or through the telephone which is believed by our officer or employee attending to such instruction or request to have been given or made or authorised by you. Notwithstanding that such instruction or request may not have been given or made or authorised by you and notwithstanding any fraud that may exist in relation thereto, we shall not be liable for any loss or damage suffered as a consequence of its acting on or acceding to any such instruction or request. We shall not be under any duty to verify the identity of any person communicating purportedly as you or on your behalf. Each cardmember shall provide us with written notice of any change in that cardmember's particulars.

## 16. Miscellaneous

### 16.1 Indemnity

You shall indemnify and keep us fully indemnified against all claims, demands, action, proceedings, losses, damages, costs and expenses of any nature (including legal costs on an indemnity basis) incurred, suffered or sustained by us, directly or indirectly, by reason of or in connection with this Agreement, including but not limited to:

- breach of any provision of this Agreement on your part; and/or
- the enforcement or protection of our rights and remedies against you under this Agreement, or in obtaining or seeking to obtain payment of all or any part of the monies hereby agreed to be paid by you; and/or
- any change in any law, regulation or official directive which may have an effect on this Agreement.

### 16.2 Our acceptance of instructions for periodic payments

Neither the acceptance or approval by us of any instruction or arrangement for any monthly or periodic payment of any charge of any person by monthly or periodic deduction effected on any Card Account or in respect of any monthly or periodic Card Transaction nor the execution by us of any such deduction in respect of any month or period shall impose upon us, any obligation to effect such deduction in respect of each and every month or period and we shall not be liable for any loss or damage suffered or incurred as a consequence of any failure by us to effect any deduction or Card Transaction in respect of any one or more months or periods.

### 16.3 Delay or failure to exercise rights

No forbearance or failure or delay by us in exercising any right, power or remedy is to be deemed a waiver or partial waiver thereof on our part; and no waiver by us of any breach of this Agreement on your part is to be considered a waiver of any subsequent breach of the same or any provision of this Agreement. We shall be considered to have waived our rights only if we specifically notify you of such a waiver in writing.

### 16.4 The Benefits, services or programmes

- You acknowledge and agree that:
  - the Benefits are provided by third parties unrelated to us, and that we are not the supplier or source of the Benefits, unless otherwise expressly specified by us in any Benefit;

- we have no control over the products or services under the Benefits that are being provided by third parties nor do we have control over the quality or safety thereof. You shall not hold us liable in any way whatsoever for any harm, injury, loss and damage that you or your friends, family or relatives may suffer arising from, related to, or connected with the products or services provided pursuant to the Benefits, including your or their consumption or use of the same;
  - none of the Benefits is guaranteed and any Benefits may be amended, changed, ceased, terminated, withdrawn at any time whatsoever, without notice to you, and you shall not hold us liable in any way whatsoever arising from the same. We make no guarantee, representation or warranty whatsoever that any third party or merchant will honour or recognize any Benefits;
  - the Benefits may be subject to their own terms and conditions. If you intend to derive any privilege or benefit conferred or offered thereunder, you shall before ordering or making any purchase from any merchant involved or participating in the Benefit, inform that merchant of your intention and present the Card to that merchant;
  - we may at any time and from time to time restrict or exclude any merchant from participation in any Benefit; and
  - any privilege or benefit to be obtained from or conferred by any merchant or third party under any Benefit may be unavailable, suspended or withdrawn by that merchant/third party at any time for any reason and whether temporarily or otherwise. We shall not be liable for any refusal of any merchant/third party to extend or confer any privilege or benefit under any Benefit for any reason whatsoever.
- In the event any regulatory authority directs or instructs or gives guidance that we should cease any or all Benefits, or the provision of any or all Benefits would cause us to be in breach of any laws or regulatory requirements or guidance to which we are subject, we shall be entitled to immediately cease any and all Benefits, without entitling you to receive any compensation and without us incurring any liability to you whatsoever.
  - To the extent permitted by law, we shall not be liable to you in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever and whatever the cause thereof, for any losses or damages suffered or incurred by you in connection with or arising from any Benefits that is provided by any third party.

### 16.5 Arrangements with financial institutions

Upon any arrangement made between any cardmember and any financial institution, any payment may be made to us for the credit of any Card Account, whether at regular intervals or otherwise. If that Card Account is terminated and you have been given a replacement Card with a different Card number and/or expiry date, the arrangement shall be terminated upon such replacement and you shall be responsible for making alternative arrangements with the relevant financial institution.

### 16.6 Withholding of payments

- Any Government duties, taxes, rates or other charges incurred in respect of receipts or withdrawals made to or from your Account will be payable by the Accountholder. We may be required to withhold on payments to certain accountholders, and pass such amounts to a local or foreign government agency or revenue authority, by law or under an agreement with such authorities.
- If at any time any local or foreign government agency or revenue authority requires us to make a deduction or withholding on any payment due to you, you agree to immediately reimburse us for the amount of any such deduction or withholding, including authorising us to deduct such amounts from the Account. You will indemnify us against any loss we suffer or cost we incur as a result of such deduction or withholding.

### 16.7 Assignment

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

### 16.8 Compliance with laws

- Notwithstanding any other provision in this Agreement to the contrary, we are not obliged to do or omit to do anything if it would, or might in our reasonable opinion, constitute a breach of any anti-money laundering, counter-terrorism financing or economic or trade sanctions laws or regulations applicable to us.
- You must provide to us upon request all information and documents that are within your possession, custody or control reasonably required by us from time to time, and as necessary in order for us to comply with any anti-money laundering, counter-terrorism financing or economic or trade sanctions laws or ongoing customer due diligence requirements or regulations applicable to us.
- You agree that we may disclose any information concerning yourself to any law enforcement entity, regulatory agency or court where required by any laws or regulations.
- You agree to exercise your rights and perform your obligations under this Agreement in accordance with all applicable anti-money laundering, counter-terrorism financing or economic or trade sanctions laws or ongoing customer due diligence requirements or regulations.
- You declare that you are acting on your own behalf and not in a trustee capacity, unless otherwise disclosed to us and you agree to provide evidence of due authority and specimen signatures for each authorised representative.
- You agree that we may take a sufficient time to consider, verify or occlude a transaction, if you or any other person or entity in connection with the transaction becomes a sanctioned person or entity, or upon the occurrence of a match on our sanction filters.

### 16.9 Governing law

This Agreement is subject to Singapore law and you hereby submit to the non-exclusive jurisdiction of the courts of Singapore. A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any term of this Agreement. Notwithstanding any term of this Agreement, the consent of any third party is not required to vary, release or compromise any liability or terminate any of the terms of this Agreement.

## Cardmember's Agreement

This Agreement contains the terms and conditions applicable to the Card Programme product/service that you have applied for which includes your Card and your Card Account. Please read them carefully before you sign on or use the Card.

When you read this Agreement, bear in mind that "you," "your" and "cardmember" means the person named on the Card. The words "we," "our" and "us" refers to Australia and New Zealand Banking Group Limited, Singapore Branch and its successors and assigns. If you are the individual requesting us to issue the Card to you, you will be known as the "Principal Cardmember" and you will have an account with us called the "Card Account". If you have received this Card upon the request of a Principal Cardmember to be used in conjunction with the Principal Cardmember's Card Account, you will be known as the "Supplementary Cardmember", and the Card issued to you will be known as a "Supplementary Card".

## 1. Definitions

In this Agreement:

"Benefits"	means the Bank Benefits and the Merchant Benefits collectively.
"Billing Statement"	means a statement from us of the amount charged or debited and/or paid to the Card Account of the Card issued to the Principal Cardmember and the Card(s) issued to the Supplementary Cardmember(s) stated therein and each such statement may be on paper or may be constituted by data stored in any electronic medium or system, which may be transmitted through any computer system or facsimile machine.
"Card"	means any card bearing the name Visa or MasterCard and/or the service mark of Visa or MasterCard issued by us pursuant to this Agreement and any substitution, replacements or renewals thereof.
"Card Account"	in relation to any Card, means the account designated and maintained by us in relation to that Card provided that where only one account is designated and maintained by us for all the Cards issued to the Principal Cardmember and every Supplementary Cardmember, any reference to Card Account shall mean that account.
"Card Programme"	means : <ol style="list-style-type: none"><li>the Card that you have applied for and which we issue you pursuant to this Agreement;</li><li>our reward, loyalty, privileges or co-branding programmes and related services and products (collectively the "Bank Benefits"), if any, that we may at our discretion provide you in accompaniment with the Card; and</li><li>discounts, privileges, promotions, offers, services and/or products (collectively the "Merchant Benefits"), if any, that we may extend to you in accompaniment with the Card or arising from your being a holder of the Card, and where such Merchant Benefits, if any, are offered by our co-branding partners and merchants/third parties (as updated from time to time).</li></ol> provided always that you acknowledge and agree that any of the Bank Benefits and/or the Merchant Benefits, may be amended, ceased, changed, by us, at any time at our absolute discretion, without incurring any liability to you whatsoever.
"Card Transaction"	means any type of transaction effected by using the Card, Card Account or PIN (and shall include any Cash Advance).
"Cash Advance"	means a disbursement of funds in any currency or form using the Card or the Card Account number and/or any Card Transaction involving the placing of a wager, purchase of a lottery ticket, in-flight commerce gaming, or the purchase of gaming chips or other value usable for any gambling activities (including but not limited to internet gambling activities) and shall include any fees charged by any party on such disbursement and/or Card Transaction.
"Credit Limit"	means the maximum amount you are allowed to owe us on your Card Account(s) and any other unsecured line of credit granted by us at any time. This amount may be varied at any time without prior notice to you.
"MasterCard"	means MasterCard International Incorporated.
"Minimum Payment"	means the minimum amount you must pay us on each Billing Statement, which we calculate in accordance with Clause 5.2.
"Outstanding Balance"	means the total sum you owe us as at any given time on your Card Account under this Agreement including all Card Transactions, interest, fees, charges, actual or contingent (whether or not exceeding the Credit Limit).

