

## 1. Introduction

ANZ FastPay is an application that allows ANZ Bank New Zealand Limited (ANZ) merchant customers to accept certain card transactions for the payment of goods or services supplied in New Zealand using an iPhone, or Android phone. This application is only available via the App Store (for iPhone users) or Google Play (for Android users).

To use ANZ FastPay you must either:

- Be an ANZ Merchant (**Merchant**) and settle into an ANZ business account or ANZ transactional account and enter into a Merchant Agreement with ANZ. A Merchant Agreement consists of:
  - A Letter of Offer and Acceptance (including any special conditions set out in the letter);
  - ANZ FastPay Terms and Conditions;
  - These ANZ FastPay app for iPhone Terms and Conditions;
  - ANZ FastPay Merchant Operating Guide;
  - A Merchant Prepayment Exposure Declaration (when applicable); and
  - Any special conditions otherwise agreed in writing between ANZ and you; or
- Be nominated by the Merchant and authorised by ANZ as an Additional User to use ANZ FastPay on behalf of the Merchant in accordance with the Merchant Agreement.

You must download the ANZ FastPay application (hereafter known as ANZ FastPay or the ANZ FastPay app) to a 4S or above iPhone with iOS version 7.0 and above, that is enabled for cellular or wireless internet connection or an equivalent device (**Electronic Device**).

## 2. Legal Terms

These ANZ FastPay app for iPhone Terms and Conditions are binding on the Merchant and any Additional Users. All liability under these ANZ FastPay app for iPhone Terms and Conditions is joint and several.

It is important that you read and understand these ANZ FastPay app for iPhone Terms and Conditions before downloading the ANZ FastPay app. By downloading the ANZ FastPay app you agree that these ANZ FastPay app for iPhone Terms and Conditions apply to you and you will comply with them. You also agree to receive these ANZ FastPay app for iPhone Terms and Conditions and any amendments to them electronically via the App Store or your Electronic Device. You acknowledge that ANZ will not send you a paper copy.

You acknowledge that the ANZ FastPay app is the intellectual property of ANZ and you must not copy or use the ANZ FastPay app other than in accordance with these ANZ FastPay app for iPhone Terms and Conditions.

By downloading the ANZ FastPay app you authorise ANZ to perform a credit check on you.

## 3. Fees and charges

You will not incur any ANZ fee solely for downloading the ANZ FastPay app. You may incur charges from your mobile network operator for downloading and using the ANZ FastPay app. Any such charges are your sole responsibility and any matters regarding these charges should be raised with your mobile network operator.

You will be liable as a Merchant for all Merchant fees and charges set out in the Merchant Agreement.

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## 4. Merchant, Activation Code and PIN

Merchants will be issued with a Merchant ID in an email and sent an SMS containing an activation code to activate ANZ FastPay. You must not disclose these details to anyone and keep them secure.

When you log onto ANZ FastPay for the first time, you will be prompted to choose a 4 digit PIN. You agree that you will not:

- Disclose this PIN to any other person (including an Additional User as referred to below);
- Allow any other person to see you entering your PIN; or
- Record your PIN in writing.

ANZ may suspend the Merchant or any Additional User's access to the ANZ FastPay app or PIN at any time.

You are required to keep your activation code in order to reset your PIN should you forget it.

## 5. Additional Users, Activation Code and PIN

You are an Additional User if the Merchant has requested, and ANZ has authorised, your use of ANZ FastPay.

The Merchant must obtain a separate ANZ FastPay card reader and activation code for each Additional User. The Merchant will be provided with an ANZ FastPay card reader and activation code for each authorised Additional User. The Additional User agrees not to share any activation code with any other person or Additional User.

When you log onto ANZ FastPay for the first time, you will be prompted to choose a 4 digit PIN. You agree that you will not:

- Disclose this PIN to any other person;
- Allow any other person to see you entering your PIN; or
- Record your PIN in writing.

Merchants can cancel the access of an Additional User by calling ANZ on 0800 473 453. ANZ may require written confirmation.

The Merchant must ensure that all Additional Users strictly comply with these ANZ FastPay app for iPhone Terms and Conditions.

## 6. Breach of Activation Code or PIN

You must immediately report to ANZ if you become aware or suspect that your activation code or PIN is compromised, disclosed, used without your authority or is lost and immediately cease using your PIN to access ANZ FastPay.

You can report this to ANZ by calling 0800 473 453. ANZ may suspend your access and issue you with a new activation code.

## 7. Suspension or Termination of Use

ANZ may suspend or terminate your use of ANZ FastPay, or withdraw all access to ANZ FastPay, at any time in accordance with the terms of the Merchant Agreement.

## 8. Usage issues

For security reasons:

- Your session on an Electronic Device will expire after a certain time of inactivity and you will be logged out;
- ANZ FastPay is not supported on jail broken devices.

## 9. Your Obligations

You agree to:

- Only use ANZ FastPay to process New Zealand dollar transactions for goods and services supplied in New Zealand;
- Not leave your Electronic Device unattended and left logged into ANZ FastPay;
- Lock your Electronic Device or take other steps necessary to stop unauthorised use of ANZ FastPay;
- Not use ANZ FastPay for any purpose other than to accept legitimate card transactions in accordance with the Merchant Agreement;
- Not act fraudulently or maliciously in relation to the ANZ FastPay app or software. As examples, you will not copy, modify, adversely effect, reverse engineer, hack into or insert malicious code into the ANZ FastPay app or software;
- Only install approved applications on your Electronic Device (approved applications are those available from the App Store), and you agree that you will not override the software lockdown on your Electronic Device or enable or allow jail breaking on your Electronic Device;
- Comply with all terms of the Merchant Agreement.

You must download a new version of the ANZ FastPay app from the App Store when notified to do so. You must then cease to use the old version of the ANZ FastPay app.

You also agree that you are solely responsible for your own Electronic Device's anti-virus and security issues to prevent unauthorised access to ANZ FastPay.

## 10. Liability and Indemnity

Your liability in connection with ANZ FastPay is set out in these ANZ FastPay app for iPhone Terms and Conditions and, in the case of the Merchant, is also set out under the Merchant Agreement.

You indemnify ANZ and agree to keep ANZ indemnified against all claims, damages, actions, proceedings, expenses (including legal costs) losses and liabilities (including all fines, penalties and other charges) whether in contract, under statute, in tort (including negligence) (**Liabilities**) which ANZ suffers or incurs arising directly or indirectly from any use of an Electronic Device by you or your Additional Users, employees, contractors or agents, except that you are not obliged to indemnify ANZ against any Liabilities to the extent such Liabilities are solely the result of the fraud, wilful default or negligence by ANZ.

You acknowledge that any unauthorised reproduction by you of any proprietary information provided in the ANZ FastPay app may result in legal action being taken.

ANZ is not liable for any loss or damage that a Merchant or an Additional User may suffer as a result of any unauthorised person accessing and using ANZ FastPay on the Merchant or Additional User's Electronic Device.

To the extent permitted by law, ANZ will not be liable for any direct or indirect loss or damage:

- To your Electronic Device or other applications on your Electronic Device resulting from your access or use, or your attempted access or use, of ANZ FastPay (including your use of the ANZ FastPay card reader) except to the extent such loss or damage is attributable to the negligence or wilful default of ANZ;
- As a result of reduced level of service caused by any third party (including without limitation your mobile network operator);
- Caused by any inability of your Electronic Device to access or use ANZ FastPay; or
- Caused by any malfunction or inoperation of ANZ FastPay;

and you should satisfy yourself as to these matters before attempting to access or use ANZ FastPay.

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To the extent permitted by law, ANZ will not be liable for any direct or indirect loss or damage that may arise from your use of ANZ FastPay, including without limitation, loss or damage arising:

- From any security breach, including disclosure of your PIN;
- If you have acted fraudulently (either alone or together with any other person);
- If you have installed applications on your Electronic Device other than those available from the App Store;
- If you have caused or contributed to that loss, for example, by failing to comply with any of these ANZ FastPay app for iPhone Terms and Conditions; or
- As a result of a reduced level of service caused by any third party. The use of ANZ FastPay is subject to the reliability and availability of third party service providers, including software providers and mobile network operators.

## 11. Changes to ANZ FastPay and these ANZ FastPay app for iPhone Terms and Conditions

ANZ can change or upgrade ANZ FastPay at any time. ANZ can also change these ANZ FastPay app for iPhone Terms and Conditions at any time.

ANZ will let you know what's happening at least 14 days before ANZ make any changes in any one of the following ways:

- Writing to you, sending you an email, an SMS or a facsimile;
- Posting messages in the ANZ FastPay app;
- Putting up information in our branches or on our website [www.anz.co.nz](http://www.anz.co.nz);
- Advertising the changes, for example in newspapers, or on radio or television.

## 12. Other matters

You acknowledge that these ANZ FastPay app for iPhone Terms and Conditions are between ANZ and you, and not Apple Inc ("Apple").

You are given a non-transferable licence to use ANZ FastPay on your Electronic Device in accordance with these ANZ FastPay app for iPhone Terms and Conditions and the Apple Usage Rules in the Apple Store Terms of Service.

Subject to these ANZ FastPay app for iPhone Terms and Conditions, ANZ is solely responsible for ANZ FastPay, and Apple Inc is not responsible for ANZ FastPay in any way. To the maximum extent permitted by law, Apple has no warranty obligations whatsoever with respect to ANZ FastPay. You agree that ANZ, and not Apple, is responsible for:

- Addressing any claims by you or a third party in relation to ANZ FastPay, including but not limited to product liability claims, claims that ANZ FastPay fails to conform to legal or regulatory requirements or consumer protection claims;
- Investigating any claim that ANZ FastPay breaches third party intellectual property rights, and for defending, settling or discharging such claim; and
- Maintenance and support services for ANZ FastPay.

ANZ does not admit any liability in respect of these issues.

You warrant that you are not located in a country that is subject to a US Government embargo or is designated by the US Government as a "terrorist supporting" country, and you are not listed on any US Government list of prohibited or restricted parties.

You must comply with all third party service providers' terms of use (for example, software providers and mobile network operators) when using ANZ FastPay.

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You agree that Apple and its subsidiaries are third party beneficiaries of these ANZ FastPay app for iPhone Terms and Conditions and that Apple has the right to (and will be deemed to have accepted the right) to enforce these ANZ FastPay app for iPhone Terms and Conditions against you as a third party beneficiary.

iPhone and the App Store are trademarks of Apple Inc, registered in the U.S. and other countries.

### 13. Governing law

The Merchant Agreement, including these ANZ FastPay app for iPhone Terms and Conditions, is governed by New Zealand law and the parties irrevocably submit to the non-exclusive jurisdiction of the New Zealand courts in any proceedings relating to it.