

# ANZ DIRECT ONLINE

CONDITIONS OF USE  
NOVEMBER 2016



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# 1. CONDITIONS OF USE

## THESE CONDITIONS OF USE ARE IMPORTANT

These Conditions of Use form a legal contract between you and us in relation to your use of ANZ Direct Online and it is important that you read and understand them before signing the Application Form for ANZ Direct Online. These Conditions of Use specify:

- your authorisation (mandate) to us to process Transactions on your accounts when electronic instructions are received by us through ANZ Direct Online;
- your obligations, rights and responsibilities when using ANZ Direct Online;
- our obligations, rights and responsibilities in relation to the provision of ANZ Direct Online services;
- the extent of your potential liability for loss using ANZ Direct Online;
- other important matters including confidentiality, termination of access to ANZ Direct Online, amendments to the ANZ Direct Online services and these Conditions of Use and how you may receive notices.

## TERMINOLOGY

**'Account'** and **'accounts'** means all your accounts associated with the Client Code as specified on your Application Form.

**'Administrator'** means the ANZ Direct Online user(s) who has access to the whole ANZ Direct Online system, including editing and User Management functions.

**'ANZ Direct Online'** means the ANZ Direct Online package provided by ANZ Bank New Zealand Limited, and includes, where the context requires, ANZ Direct Online services provided by us through channels other than our ANZ Direct Online website.

**'ANZ Direct Online fees and charges'** means the fees and charges set out in the charges schedule in the ANZ Direct Online Application Form as amended from time to time.

**'ANZ Direct Online Services'** means services offered by us to you under the ANZ Direct Online system from time to time.

**'Application Form'** means the ANZ Direct Online application form signed by you.

**'Authorisation Device'** means the hand held electronic device used by Authorisers to authorise ANZ Direct Online Transactions.

**'Authorisation Procedures'** means the procedures set out in these Conditions of Use (as they may be amended from time to time) for initiating and authorising a Transaction through ANZ Direct Online.

**'Authoriser'** means, in respect of any account, a person who is authorised in the Signing Authority to operate the account and is nominated in the Application Form to use ANZ Direct Online in respect of that account.

Where an Authoriser is not in the Signing Authority for any accounts they are nominated to use ANZ Direct Online to authorise "secure mail" instructions.

**'Business Day'** means every day except Saturdays, Sundays and statutory holidays.

**'Cleared Funds'** means funds that are available to be withdrawn, and which cannot be reversed.

**'Client Code'** means the code that we use to identify your ANZ Direct Online system on our system.

**'Group'** means us, any of our subsidiaries, and our related companies (as defined by the Companies Act 1993), including Australia and New Zealand Banking Group Limited in Australia.

**'Nominated Account'** means the account you nominate to which fees (including ANZ Direct Online fees and charges) are to be debited.

**'Password'** means the alphanumeric code given to a User by an Administrator.

**'Payment Date'** means, in relation to a payment initiated through ANZ Direct Online, the Business Day selected by you for that payment to be made.

**'PIN'** means the unique personal identification number given to each Authoriser which resides in the Authorisation Device.

**'Signing Authority'** means the authority or mandate from you (as amended from time to time) specifying the persons who are authorised to operate your accounts with us.

**'Transaction'** means any banking transaction that is permitted by us to be processed through ANZ Direct Online.

**'User'** means a person authorised by you to use ANZ Direct Online, whether as an Administrator, or only to view or have limited access (excluding payment authorisation access) to your accounts accessible through ANZ Direct Online.

**'User ID'** means the user identification for each user logging onto ANZ Direct Online.

**'User Guide'** means the user guide provided by us in respect of ANZ Direct Online.

**'We', 'us' and 'our'** means ANZ Bank New Zealand Limited and where the context requires, includes all companies in the Group.

**'You' and 'your'** means the customer identified in the Application Form by name and Client Code, and where the context requires (particularly in respect of authorisation, and use and security of PINs and Passwords) includes any Authoriser, User and Administrator.

## **ANZ DIRECT ONLINE CONDITIONS OF USE PREVAIL**

These Conditions of Use and the ANZ Direct Online Application Form apply in addition to the terms and conditions that apply to your ANZ accounts and services accessed using ANZ Direct Online. Where inconsistent, these Conditions of Use will override any terms and conditions for specific products and services in relation to all Transactions using ANZ Direct Online.

## **USE OF ANZ DIRECT ONLINE**

You acknowledge that use of your Client Code, User ID and Password provides sufficient authority for us to allow you access to ANZ Direct Online to create and maintain Transactions on your accounts.

You will ensure that Administrators, Users, and Authorisers understand their obligations when using ANZ Direct Online and agree to be bound by these Conditions of Use. However, you remain responsible for compliance by Administrators, Users and Authorisers with these Conditions of Use.

You acknowledge that use of your Authorisation Device and PIN in accordance with the Authorisation Procedures set out in these Conditions of Use provide us with sufficient authorisation to process those Transactions or instructions without an obligation to make further enquiries.

You acknowledge that we may require each person authorised under a Signing Authority to be identified according to any law or any other requirement reasonably specified by us. We will not process or act on any instruction or request until we have completed the verification of identity checks required by all applicable laws for all account holders, Administrators, Users, and Authorisers or as required by us, in our sole discretion, to verify the identity of the person sending the instruction or request for security purposes.

You agree that you will not use ANZ Direct Online for any purpose other than to access ANZ Direct Online services.

## **ACCESS TO ACCOUNTS AND AVAILABILITY OF ANZ DIRECT ONLINE**

We shall, as soon as reasonably practicable after acceptance of your application, enable your access to the ANZ Direct Online website.

All of the Administrators, Users and Authorisers can access and, where applicable, transact on your accounts to which they are provided access by your Administrator(s). Only Authorisers can authorise Transactions or instructions on your accounts as permitted under the Authorisation Procedures set out below.

ANZ Direct Online is generally available 24 hours, 365 days a year, excepting any necessary downtime to allow for maintenance of the system.

In providing the self-service Password reset functionality, we rely on mobile phone network providers to deliver the temporary Password. That means that we cannot promise that self-service password reset will always be available. It also means the coverage of the network you use, including if you are overseas, may affect your ability to receive password reset messaging.

## **DIRECT ONLINE SUPPORT**

We will provide an ANZ Direct Online helpdesk (Direct Online Support) to assist you in your use of ANZ Direct Online. Direct Online Support hours of operation are available on the ANZ Direct Online logon page. This service is provided on the understanding that neither we nor our employees will be liable for any direct or indirect loss suffered by you, arising from your use of Direct Online Support.

Any telephone information exchanged and demands or requests made of Direct Online Support may be recorded and retained by us for a period of seven years.

## **YOUR OBLIGATIONS**

You agree you will not:

- choose a Password and/or PIN that is easily able to be guessed or identified as relating to you, or is an obvious combination of letters and numbers (e.g. sequential numbers, birth date etc);
- make your Password or PIN known to any person;
- keep any record of your Password or PIN in a form in which it can be readily identified;
- store the Password or PIN anywhere, in written or electronic form;
- leave your computer unattended and left logged into ANZ Direct Online or any other application that you and we have agreed you may use as a channel to access ANZ Direct Online.
- maintain, at all times any other internal practices and procedures that may be necessary to protect from unauthorised disclosure or use any personal information of third parties that you may obtain through use of ANZ Direct Online.

You agree to:

- ensure all information provided to us in relation to your ANZ Direct Online Transactions is accurate;
- comply with the procedures and guidelines in the User Guide and with any directions given by us in relation to your use of ANZ Direct Online;
- keep each Authorisation Device securely within your control and return it to us when directed by us;
- ensure that only Users have access to ANZ Direct Online and that each User complies with these Conditions of Use;
- be solely responsible for continuing to meet the system requirements necessary to be able to access ANZ Direct Online;

- take appropriate steps to ensure any computer you use to access ANZ Direct Online is protected against computer viruses and unauthorised access;
- safeguard your Password and PIN and commit your Password and PIN to memory, to guard against the possibility that others may use your Password or PIN to gain unauthorised access to ANZ Direct Online;
- change your Password and PIN regularly using the 'Change Password' link. Our recommendation is that you do this at least once every three months;
- immediately notify an Administrator or call Direct Online Support on 0800 269 347 if your Password, PIN, or Client Code becomes known to anyone other than yourself or if any record containing your Password, PIN, or client code is lost or stolen. You must also notify us in writing of this. You can reapply for a Password by using the ANZ Direct Online self-service password reset functionality, or by contacting your Administrator or the ANZ Direct Online helpdesk.

## OUR LIABILITY

Except as provided in this clause or as otherwise provided by law, under no circumstances shall we be liable for any loss, claim, delay, expense, damage or other liability (collectively 'loss'), whether direct, indirect, consequential or incidental including, without limitation, any loss of profit, arising from:

- (a) the supply or use of ANZ Direct Online or any negligence or failure to perform any obligation or observe any terms of these Conditions of Use by us or any of our related companies (as that term is defined in the Companies Act 1993); or
- (b) the accuracy or otherwise of any information contained in any report or information provided to you through ANZ Direct Online; or
- (c) the use of ANZ Direct Online, in a manner or for a purpose not authorised by you, by any Authoriser; or
- (d) any other cause, even if we are aware of the possibility of any loss.

Our disclaimer of liability in the above clause will not apply where the loss arose directly out of our employees' gross negligence or wilful misconduct, provided that we will not be liable for any indirect or consequential loss, including, without limitation, loss of profits, whether or not such loss is attributable to us, or our employees.

## YOUR INDEMNITY TO US

You shall indemnify and hold us harmless against any loss, claim, delay, damage, expense, injury or other liability (collectively 'loss') sustained or incurred by us, whether direct, indirect, consequential or incidental including, without limitation, any loss or profit, arising:

- (a) from a claim by a third party alleging an infringement of any intellectual property rights (including, without limitation, copyright, trademarks and patents) if the alleged infringement arises from:
  - (i) your use of ANZ Direct Online in a combination with any other computer programme; or
  - (ii) your use of ANZ Direct Online in a manner or for a purpose not contemplated by these Conditions of Use or authorised by us; or
  - (iii) modification or alteration by you of ANZ Direct Online; or
  - (iv) any Transaction entered into by you arising out of the use of ANZ Direct Online;
- (b) out of your gaining or attempting to gain unauthorised access to our systems or your use of ANZ Direct Online in a manner or for a purpose not contemplated by these Conditions of Use or authorised by us; or
- (c) as a consequence of us acting in accordance with instructions which, in our reasonable opinion, appear to comply with the Authorisation Procedures, even if we are aware of the possibility of any loss.

## OUR OBLIGATIONS

We will endeavour to provide a secure system within which you can carry out your banking Transactions and retrieve information, as long as your web browser supports 128-bit encryption.

We will endeavour to ensure that payment Transactions initiated through ANZ Direct Online are processed, so long as there are sufficient Cleared Funds in your account.

We will accept and process your instructions as soon as possible.

Transactions can be submitted up until 10.00pm on the Payment Date. In that context, we will endeavour to process Transactions within the following timeframes:

- when submitted on a Business Day, on that day;
- when submitted other than on a Business Day, on the next Business Day.

Provided that Transactions between accounts that you hold with us effected by domestic funds transfer functionality will be processed as soon as possible, and will not be subject to any cut-off time.

Where your instructions involve the transfer of funds to another bank, you acknowledge and agree that the receiving bank's processing of the payment is outside our control.

However, to the extent permitted by law, we will not be liable for any refusal or omission to follow instructions or make any such payments or any other failure to fulfil our obligations, due to causes beyond our reasonable control (including without limitation, the failure or default of any third party network provider or any system or application not owned or directly controlled by us including, for the avoidance of doubt, any failure in a third party's application or system which is used by you to access ANZ Direct Online, or any other electronic, telecommunications, power or computer processing failure).

## AUTHORISATION PROCEDURES

You acknowledge that you must comply with the Authorisation Procedures detailed below to render ANZ Direct Online operational and that any breach of the Authorisation Procedures will constitute a breach by you of these Conditions of Use.

The Authorisation Procedures for ANZ Direct Online are as follows:

We will provide you initially with two Authorisation Devices; and more by agreement. An additional charge may apply if more than two Authorisation Devices are required or if an Authorisation Device is lost or damaged. We will also provide each Authoriser with a unique PIN which may be changed by the Authoriser if required. The Authorisation Devices remain the property of ANZ.

You shall ensure that:

- (i) in each case receipt of the PIN is acknowledged by the relevant Authorisers on the form provided by us;
- (ii) the Authorisation Devices are only used by Authorisers in accordance with these Conditions of Use and the User Guide;
- (iii) each payment instruction or batch of instructions is authorised by an Authoriser in accordance with the instructions in the User Guide;
- (iv) we are advised promptly of any loss or unauthorised use of an Authorisation Device or PIN or unauthorised use of ANZ Direct Online.

Where a payment Transaction has not processed due to insufficient funds you may re-release the payment instruction to us without having to redo the Authorisation Procedures. This will only apply where:

- There is no change to any of the payment instructions including amount(s) and account number;
- Re-release occurs on the same day as the original payment instruction;
- The payment instruction is not an International Payment, Same Day Cleared Payment, foreign currency funds transfer or trust management Transaction.

You can only re-release payment Transactions that have not processed. Where the payment instruction has more than one originator account we will only re-release payment Transactions within the batch that has failed.

## Customer Instruction Authority

For the purpose of this clause:

'Customer Instruction' means each instruction (including each payment instruction sent by your Authoriser or User to us in favour of a party other than you) that your Authoriser or User sends or gives to us (or that we reasonably believe your Authoriser or User has sent or given to us) in connection with any facility, undertaking, arrangement or agreement with us.

## CUSTOMER AUTHORITY

You request and authorise us to accept and act on each Customer Instruction given by email, facsimile, post, delivery, telephone or any other method agreed by us on your behalf or by any Authoriser or User (or that we reasonably believe your Authoriser or User has sent or given to us).

In consideration of us (at our sole discretion) accepting and acting on any Customer Instruction given by email, facsimile, post, delivery, telephone or any other method agreed by us, you acknowledge and agree that:

- (i) you will comply with any security procedures or measures for use with any Customer Instruction agreed between you and us;
- (ii) no Customer Instruction is operative until we accept it and it appears to us that it has been received in full by us;
- (iii) providing a Customer Instruction by email, facsimile, post, delivery or telephone is not a secure means of sending such an instruction or notice;
- (iv) you are aware and accept the risks of sending Customer Instructions by email, facsimile, post, delivery, telephone or any other method agreed by us, including the risk of such Customer Instruction being intercepted, inaccurate or incomplete or fraudulently or mistakenly initiated, sent or altered or not being received in part or whole by us or not otherwise authorised by you;
- (v) we may rely on any Customer Instruction that purports to have been sent, initiated or authorised by your Authoriser or User and appears to us to be in compliance with any security procedures or measures as agreed between you and us without (i) making any enquiries as to the authority or identity of the person giving or purporting to give such notice or instruction; and/or (ii) verifying the authenticity, accuracy or completeness of the Customer Instruction, regardless of the circumstances prevailing at the time of such notice, instruction or Customer Instruction; and
- (vi) we are entitled to rely on any Customer Instruction and treat each Customer Instruction as effective, fully authorised and binding on you (irrespective of whether or not such instruction is in fact initiated by you).

The authority granted under this clause shall remain in full force and effect unless and until:

- (i) we give you a revocable notice terminating this arrangement at any time and that such notice is effective on your receipt until we revoke that notice; or
- (ii) we receive and have reasonable time to act upon, notice of termination from you in writing. You agree such termination shall not release you from the terms of this authority in respect of any action taken by us in accordance with the directions contained in any Customer Instructions or the terms of this authority prior to such termination.

## EFFECTIVE DELIVERY

Unless otherwise provided, a Customer Instruction sent by you to us will be effective if:

- (i) delivered personally or left at an address, on the date and at the time that it is delivered or left;
- (ii) sent by post, on the date that it is actually received by us;
- (iii) sent by facsimile, at the time the sending machine indicates the transmission was sent in full without error; and
- (iv) if sent by email, at the time sent to the relevant recipient unless the sender receives an automated message that the email has not been delivered.

Your Customer Instructions to us will only be effective if it is expressly marked for the attention of the department or officer as we may notify you from time to time.

If your Customer Instruction to us is given in accordance with this clause, but is actually received by us after the Transaction processing cut-off time or on a day that is not a Business Day, we will be taken to have received it on the following Business Day.

## CUSTOMER INSTRUCTION INDEMNITY

You must on demand indemnify us, our affiliates, agents, employees, officers and servants and keep them indemnified against:

- (i) all claims, demands, actions, liabilities, damages, losses (including loss of profit), costs and expenses (legal or otherwise); and
- (ii) any direct or indirect taxes, arising in connection with us accepting, acting or relying on any Customer Instruction.

You agree that this indemnity is unconditional, irrevocable and will survive termination of all dealings between you and us and will not be impaired by any act, omission, matter or thing that might discharge or impair the indemnity but for this clause.

## ADDITIONAL RIGHTS

You agree that the rights and obligations under this clause are in addition to, and do not replace, any other agreement with us regarding the provision of instructions. If there is any conflict between the provisions of this clause and any other conditions, agreement or deed that you have entered into with (or in favour of) us, then whichever conditions, agreement or deed affords us greater rights and protection will prevail to the extent of the inconsistency.

## ACCEPTANCE OF INSTRUCTIONS

Our acceptance of any instructions, whether made in accordance with the Authorisation Procedures or not, is at our absolute discretion.

## REVERSAL OF TRANSACTIONS

Payments made by You through ANZ Direct Online will be treated as Cleared Funds from the receiving bank and can only be reversed where the payment has been duplicated. Direct Debits initiated in ANZ Direct Online may be dishonoured by the receiving bank within 24 hours of being processed.

## PAYMENTS

When you create a payment through ANZ Direct Online, you are authorising us to debit your account on the Payment Date with the amount to be paid to the other party, and to deduct any current bank and/or Government charges that relate to this service.

You will need to know the other party's bank account number to set up a payment. You will be solely responsible for creating the payment and ensuring that the information you provide to us, including the other party's bank account number, is accurate. We accept no responsibility or liability if the bank account number or other information you provide to us is wrong. The account name of the other party is for your reference only and is not checked or verified in any way by us.

Payments are irrevocable by you and cannot be stopped, cancelled or altered once your payment has been released by you. You must advise us immediately if any incorrect payment information is shown on your bank statement.

If your payment instructions are given for business purposes, to the extent allowed by law, the provisions of the Consumer Guarantees Act 1993 will not apply. We accept no responsibility or liability (subject to our obligations (if any) under the Consumer Guarantees Act 1993) for;

- (a) any refusal or omission to make payments; or
- (b) late payments or omission to follow your payment instructions; or
- (c) the accuracy of information you provide when setting up a payment, including account numbers; or
- (d) payments made in accordance with the Authorisation Procedures.

You are solely responsible for making arrangements in relation to any payment if any payment is not made on the Payment Date for any reason.

We may, in our absolute discretion:

- (a) determine the order or priority of payment by us any monies under a payment, or any other authority or transfer instruction which you have given, or may give, or any cheque which you may have issued, or may issue; or
- (b) refuse to make any one or more payments where there are insufficient Cleared Funds in your account or otherwise; or
- (c) terminate your payment instructions, or reduce any payment amount for any reason and at any time whatsoever, without giving you notice.

Any payment instructions that you give us are subject to any arrangements between you and us in relation to your account, now or in the future, including batched instructions meeting certain validation criteria and being authorised in terms of the Authorisation Procedures. You also agree that your payment instructions will remain in force and effect in relation to all payments made in good faith despite your death or bankruptcy or any other revocation of your payment instructions, until we have received notice of that revocation.

## WITHDRAWAL OF SERVICE

We may at any time with reasonable notice withdraw your access to ANZ Direct Online. We may suspend or withdraw your access to ANZ Direct Online capability at any time without prior notice if:

- you breach any of these Conditions of Use or the terms of the Application; or
- we learn of your death, bankruptcy, liquidation, receivership or lack of legal capacity, or that any step is taken against you for your bankruptcy, liquidation or receivership;
- any event or change occurs which affects your assets, affairs or financial condition, and gives us reasonable grounds to conclude that you may not be able to perform and observe your obligations to us;
- there are insufficient Cleared Funds to cover payments or payment instructions given;
- you have acted fraudulently; or
- we consider we have other reasonable grounds to do so.

You may at any time cancel your ANZ Direct Online service by contacting any ANZ branch or Direct Online Support.

You shall, upon the date when we withdraw your access to ANZ Direct Online or you cancel your access to ANZ Direct Online, immediately pay all amounts payable to us, when directed by us.

## TERMINATION OF SERVICE

Termination of all or any of the ANZ Direct Online services for any reason whatsoever shall not:

- (a) relieve you of your obligation to pay all amounts payable to us for the ANZ Direct Online service as at the date of termination;

- (b) release you from any liability arising from any breach of these Conditions of Use or the Application Form which occurred prior to termination;
- (c) entitle you to receive any rebate or refund of the whole or any part of the ANZ Direct Online fees and charges.

## USE OF INFORMATION

Usage information (which is not intended to identify individuals) is recorded by us for site management and security purposes.

Any personal information you transmit to us or which is held by us will be used to process your Transactions, allow you to use the self-service password reset functionality and may also be used by us to advise you of any of our products or services, and those of selected third parties.

You have the right to access and correct personal information held by us about you.

You acknowledge that it may be necessary for us to collect your IP address for your interaction with various parts of our internet banking services. Your IP address is the identifier for your computer when you are using the internet.

You agree that we may collect and store your IP address when you log into ANZ Direct Online. As part of our security for ANZ Direct Online, we use this information when we attempt to detect and prevent fraudulent Transactions in ANZ Direct Online. We store your IP address for security and audit purposes.

We also use a third party online security service in order to better protect your online security when using ANZ Direct Online. As part of this service, the third party collects and analyses information from your browser session to detect security threats or vulnerabilities that may be on or associated with your computer or device. As a general rule, no personal information is collected by this third party. However, if any personal information is collected, this third party is required under their arrangements with us to maintain the privacy and confidentiality of that personal information.

The information collected by the online security service is collected from your browser. It may include IP address, a unique session identifier, web-browser type and version, HTTP headers and malicious software data.

If no vulnerabilities or threats are detected, we have arranged that the information collected from your browser should be deleted by the third party within 24 hours. If vulnerabilities or threats are detected, the information is provided by the third party to us for security purposes. This information is held by the third party in Australia. If vulnerabilities or threats are detected, the information may also be transferred to and held by the third party in the United States for the purposes of providing better online security threat detection services.

Notwithstanding any security measures implemented by us, you acknowledge your obligations (including to take your own appropriate steps to safeguard any computer you use to access ANZ Direct Online) set out in these Conditions of Use, including those contained in the sections "Use of ANZ Direct Online" and "Your Obligations".

## ANTI-MONEY LAUNDERING AND COUNTER-TERRORISM FINANCING

Certain laws require us to disclose your information on request, for example the Tax Administration Act 1994. If we receive a request from certain agencies to release your information, we may not be able to tell you that the request has been received. We may also disclose information to the police, certain government agencies or other financial institutions where we reasonably believe that the disclosure will assist in the investigation, detection and/or prevention of fraud or other criminal offences, such as money laundering.

The Group is subject to anti-money laundering and terrorist financing legislation in force in New Zealand, Australia and other countries. You agree to provide all information to the Group which it reasonably requires to comply with these laws. Anti-money laundering and terrorist financing legislation in force in New Zealand, Australia and other countries may also prohibit us from entering or concluding Transactions which involve certain countries, persons or entities. As a result, you agree that the Group may:

- delay or block any Transaction, or refuse to pay any money, without incurring any liability; or
- disclose any information concerning you or the Transaction to the New Zealand Police or Australian Federal Police or any relevant authority in any country in order to ascertain whether the laws in that country apply to a Transaction or otherwise in compliance with those laws that aim to prevent or detect terrorist financing or money laundering, in the reasonable belief that the Transaction may contravene those laws, and the Group will not incur any liability to you as a result of that action.

In this clause, 'money laundering' includes any dealing with the proceeds of criminal activity and any dealing with funds or assets of any person or entity suspected of involvement in terrorism or any terrorist act.

## CONFIDENTIALITY

You shall treat all information you receive relating to ANZ Direct Online, us or any of our customers, as confidential and may only disclose such details to those of your employees who require the information to enable the proper operation and use of ANZ Direct Online, and as a condition of such disclosure, you shall obtain their agreement to be bound by these Conditions of Use.

In no case may you disclose any confidential information to a third party (except your auditors or other third parties whose review is mandated by law) without our prior written consent, which shall be conditional upon their agreement to be bound by these Conditions of Use. Your obligations under this clause are continuing and shall survive the expiration or termination of these Conditions of Use.

## CHANGES TO ANZ DIRECT ONLINE SERVICES AND CONDITIONS OF USE

We may at any time modify, add to or delete:

- any of the ANZ Direct Online services and the ANZ Direct Online fees and charges applicable to them; or
- any of these Conditions of Use.

We will give you 14 days notice of such changes, except for interest rates and other variations that are subject to market fluctuations and may be varied at any time.

Notwithstanding any other provision in these Conditions of Use, we may at any time modify, add to or delete any of the ANZ Direct Online services without prior notice where there has been a change in law, requirement of any competent authority, internal policy or where acting reasonably to protect your or our interests.

## NOTICES

We may notify you of termination or suspension of your access to ANZ Direct Online or any other matter, in writing or by telephone.

We may notify you of amendments to these Conditions of Use or ANZ Direct Online services by any of the following means:

- posting information on our website;
- notice in our branches;
- public notice;
- written notice by you.

## FEES AND CHARGES

Use of ANZ Direct Online will incur the ANZ Direct Online fees and charges as detailed in the Application. You may also be charged a registration fee and a monthly access fee for each ANZ Direct Online service to which you have access. Details of current fees and charges can be obtained at any ANZ branch or by calling Direct Online Support on 0800 269 347.

ANZ Direct Online Transactions are also subject to all conditions, fees and charges applying to specific bank services accessible through ANZ Direct Online, at the time of the Transaction, except where an exemption or a fee reduction applies.

You authorise us to debit your Nominated Account for the amount of our fees and charges (including the ANZ Direct Online fees and charges) and any Government taxes or charges payable on Transactions made through ANZ Direct Online. If there are insufficient Cleared Funds in your Nominated Account to cover these fees and charges, you authorise us to overdraw your Nominated Account by debiting the fees and charges due, or to debit other accounts.

Where we have agreed special charging arrangements, you must pay the ANZ Direct Online fees and charges in accordance with those arrangements.

## OTHER MATTERS

### Copyright

All rights in ANZ Direct Online, including the copyright, are our sole property. ANZ Direct Online embodies substantial creative effort on our part and is protected by New Zealand copyright laws and international treaty obligations.

### Waiver

In relation to these Conditions of Use, no delay or failure to act will be construed as a waiver of, or in any way prejudice, any of our rights. No waiver will be effective unless it is in writing. A waiver of a breach will not waive any other breach.

### Severability

If any of these Conditions of Use is held to be invalid, illegal or unenforceable, that Condition will be severed and the remaining Conditions of Use will be enforceable.

### Prudential Requirements Disclosure

You acknowledge that we, ANZ Bank New Zealand Limited, is a separate entity to Australia and New Zealand Banking Group Limited ABN 11 005 357 522 (ANZ) and our obligations under these Conditions of Use do not constitute deposits or other liabilities of ANZ and ANZ is not required to meet our obligations.

### Governing Law

These Conditions of Use and the contract between you and us arising out of your registration to use ANZ Direct Online are governed by New Zealand law and New Zealand courts have jurisdiction.

## 2. ADO – INTERNATIONAL PAYMENTS CONDITIONS OF USE

These Conditions of Use apply, in addition to the preceding Conditions of Use, when you use ANZ Direct Online in relation to International Payments. If there is any inconsistency between these Conditions of Use and the preceding Conditions of Use, these Conditions of Use prevail to the extent of the inconsistency.

**‘Correspondent’** means another bank used by us to make an International Payment directly or indirectly to a payee and includes any intermediary correspondent and beneficiary bank.

**‘International Bank Draft’** means a cheque denominated in a foreign currency to a beneficiary with an overseas bank account.

**‘International Money Transfer’** means a payment of a foreign currency or of New Zealand dollars to a beneficiary with an overseas bank account.

**‘International Payment’** means an International Money Transfer, Bank Draft or other payment of a foreign currency or of New Zealand dollars to a beneficiary with an overseas bank account.

**‘International Business Day’** means, in relation to an International Payment, a Business Day which is also a day on which payments can be made in the payment centre of the currency of the International Payment.

**‘Processing Date’** means the date we accept and process your International Payment instruction; this may differ from the Payment Date and the date your request for an International Payment is submitted.

## CORRESPONDENTS

We act as your agent in giving effect to your instructions. In so doing, we may appoint a Correspondent on your behalf as your agent for the purpose of giving effect to your instructions. You acknowledge that you do not rely on our skill or judgement in appointing a Correspondent for the purpose of giving effect to your instructions.

We may use our own Correspondents to make payments rather than the Correspondents you have specified. We may terminate the use of a Correspondent to process an International Payment. Should we terminate a Correspondent, we may not be able to process an instruction on your behalf. We will contact you immediately should we be unable to process your International Payment. You acknowledge and agree that should this occur, we will not be held liable for any costs and expenses, losses, damages or delay incurred by you and/or the beneficiary if your International Payment cannot be processed due to our termination of a Correspondent. You also acknowledge and agree that we will not be liable for any costs and expenses, losses, damages or delay incurred by you and/or the beneficiary as a result of any delay in, or failure of processing your instructions by a Correspondent.

## FOREIGN CURRENCY

You acknowledge and agree that your ability to send an International Payment in a particular currency is subject always to the availability of that currency to us.

For an International Payment denominated in the currency of a developing country or market, you should note that such currency may be subject to fluctuating currency exchange rates, may not be freely convertible and/or may lack a published conversion rate. An International Payment denominated in the currency of a developing country or market may be subject to legal and regulatory, and other policy, requirements and restrictions and may be affected by wider political and economic instability, disruption events or government intervention, any of which may change from time to time.

## FEES, CHARGES AND COMMISSIONS

A Correspondent may charge commissions, fees or charges in making an International Payment to a beneficiary's account. We have no control over such commissions, fees or charges. Where more than one Correspondent is used to make a payment in another country they may each separately charge commissions, fees or charges in respect of the same International Payment.

In respect of an International Money Transfer you acknowledge and agree such commissions, fees or charges may either be:

- a) paid by the beneficiary separately or deducted by the Correspondent from the funds paid to the beneficiary's account by you, so that the beneficiary will receive less than the value amount specified in your instruction; or
- b) paid by you to us in accordance with the fee structure determined by us from time to time.

You acknowledge and agree where we provide you with the option to elect how commissions, fees and charges are to be paid, we may not be able to implement such election on all occasions.

In respect of an International Bank Draft, you acknowledge and agree such commissions, fees and or charges may be deducted by the Correspondent from the beneficiary's account or directly from the funds paid to the beneficiary's account by you, so that the beneficiary will receive less than the value amount specified in your instruction.

You further acknowledge and agree:

- a) we may, from time to time, provide details of the commissions, fees or charges of Correspondents (as known to us) on our website. At your request, we will seek to obtain within 10 International Business Days of your request details of commissions, fees and charges for specified Correspondents used by us. You acknowledge that our ability to seek such details is reliant upon the co-operation of the specified Correspondents; and
- b) we may receive payment of a commission from or enter into commission/revenue sharing arrangements with its Correspondent, the amount of which will depend on various factors, including the volume of business between us and that Correspondent.

## INTERNATIONAL BANK DRAFTS

The payment of funds to a beneficiary of an International Bank Draft is the responsibility of the Correspondent. You acknowledge that the timing of the payment of the International Bank Draft is beyond our control and we cannot guarantee the payment will be made within any particular timeframe. All enquiries to the Correspondent in respect of an International Bank Draft will be at your cost. Unless otherwise agreed, where an International Bank Draft is denominated in a currency other than the currency of your selected payment account, we will convert the payment funds into the payment currency at the prevailing exchange rate available to us on the Processing Date. You hereby authorise us to debit your selected account with the total cost of the International Bank Draft. An International Bank Draft is deemed "stale" if not presented within a period of six months from the date of issue (although timing will depend upon applicable banking laws and regulations in the country of presentation). On application by you, we, at our sole discretion, may repurchase or reissue a stale International Bank Draft. Where any International Bank Draft is lost, you will be responsible for obtaining replacement documents if requested by us. However we agree to use reasonable endeavours to assist you in obtaining replacement documents.

## INTERNATIONAL MONEY TRANSFERS

You may submit your request for an International Payment at any time. We will accept and process your International Payment instruction as soon as possible, provided the instruction has been received prior to the relevant cut-off time. Unless otherwise agreed in writing by us, we will not accept and process your International Payment instruction on a non-Business Day.

International Money Transfers should be available for payment to the beneficiary's account within two International Business Days of the Processing Date. You acknowledge and agree the payment of an International Payment into a beneficiary's account is the responsibility of the Correspondent and is outside our control. We will not be liable for any losses, damages or costs and expenses if an International Money Transfer is delayed and we have acted in good faith on your instructions.

Where an International Money Transfer is not available for payment to the beneficiary within two International Business Days of the Processing Date, you may request us to generate, on your behalf, an enquiry into the delay. Where the delay is not caused by us, you indemnify us for all or any costs or expenses incurred by us as a result of generating, carrying out and completing such enquiry.

Unless otherwise agreed, where the payment funds are to be transferred and paid in a currency other than the currency of your selected payment account, we will convert the payment funds into the payment currency at the exchange rate quoted and agreed with us at the time when your request for an International Money Transfer is submitted.

You agree and hereby authorise us to debit your selected account the amount of the International Payment on the Processing Date.

You agree to indemnify us for any costs and expenses, losses, damages or delay occurring where we are unable to process an International Money Transfer due to insufficient Cleared Funds in your account, which includes any foreign exchange loss between the original conversion of funds at the time when your request for an International Money Transfer was submitted and the date we reconvert any such unutilised funds.

## INTERNATIONAL PAYMENTS

You acknowledge and agree a Correspondent may at any time convert an International Payment to its own preferred currency before effecting the payment.

In the event that an International Payment cannot be applied by a Correspondent, the Correspondent will either request additional information or return the International Payment to us, less any fees. Where additional information is requested, we will attempt to contact you to obtain the required information. An International Payment may be returned by a Correspondent for varying reasons including where the Correspondent does not maintain the account name in English characters.

As between you and the beneficiary, you are solely responsible for making arrangements in relation to any debt due to the beneficiary if an International Payment is not made on the Payment Date for any reason.

You may contact us to request that an International Payment be recalled or cancelled (if unpaid). We will use all reasonable endeavours to recall or cancel an International Payment but will not be responsible if it has already been received by us for processing or there is not enough time to act on your request.

In some limited circumstances, we may not be able to stop or cancel an International Payment. You acknowledge that if you request us to stop or cancel an instruction for an International Payment, we will not return the funds to you until they are received in full by us from the Correspondent and we have received confirmation that the International Payment is unpaid. If the funds have not been sent by us to the Correspondent, the funds will be available to you on the same day that you made the request to stop or cancel the relevant International Payment. If you requested the funds to be withdrawn from an account, the funds will be returned to this account. Where local exchange control regulations exist in the beneficiary's country there may be an additional delay in the return of funds. You can claim a refund of only the original currency dollar value of the International Payment at the time of the refund.

You acknowledge and agree that, where an International Payment is returned to us in a currency other than the currency of your nominated account, we will convert the returned International Payment at an exchange rate, determined by us, applicable on the day the returned International Payment is processed. Due to exchange rate movements, the amount credited to your nominated account in respect of a returned International Payment may be less or more than the amount debited from your account when it was originally made.

You agree to indemnify us for any costs and expenses, losses, damages or delay occurring as a result of our agreement to stop or cancel an International Payment or where a Correspondent returns your International Payment, which includes any costs and expenses, losses, damages or delay resulting from any foreign exchange movement between and including the date of the original conversion of your funds and the date you are notified by us of the return of the International Payment.

Where you request us to stop or cancel an International Payment, we will charge you fees in accordance with these Conditions of Use. The fees are applicable regardless of whether or not we are successful in stopping or cancelling the International Payment. You acknowledge that Correspondents may also charge a fee and that this will be deducted from the returned funds.

## 3. SAME DAY CLEARED PAYMENTS CONDITIONS OF USE

These SCP Conditions of Use apply whenever you use ANZ Direct Online to make or send a Payment Instruction via the SCP System. These SCP Conditions of Use are in addition to the preceding Conditions of Use but in the event of any conflict these SCP Conditions of Use will apply.

In these SCP Conditions of Use, these terms have the following meanings:

**'Accepted'** means in relation to a payment instruction received by us, the time when we release that Payment Instruction for payment through the SCP System.

**'Beneficiary'** recipient of the SCP as set out in the Payment Instruction.

**'Irrevocable'** means the Payment is cannot be reversed in accordance with the New Zealand Bankers' Association Same Day Cleared Payment SCP Business rules.

**'Mistake'** means if we fail to act on a Payment Instruction received from you or we do not follow your Payment Instruction or we accidentally duplicate a Payment Instruction.

**'Operating Hours'** means the hours of operation of the SCP Service which at present is 8am – 4.30pm on any Business Day or as otherwise advised by us, from time to time.

**'Payment Instruction'** is the form of instruction made by you completing and submitting to us a request to effect your requested SCP via ANZ Direct Online.

**'Receiving Bank'** means the bank which maintains the Beneficiary's account to which an SCP is to be made pursuant to your Payment Instruction.

**'SCP'** means Same Day Cleared Payment.

**'SCP System'** includes all communication and processing facilities or systems which are used by us and the Receiving Bank in the course of an SCP payment cycle.

1. You may make or send a Payment Instruction during Operating Hours. We may also act on any Payment Instruction that is, or purports to be, given by or on behalf of you in accordance with the Conditions of Use.
2. You must not make or send a Payment Instruction that is subject to any condition. We will not act on that condition.
3. You must ensure that all the information included in a Payment Instruction is complete, accurate and correct.
4. We will only make an SCP to the account number you specify in your Payment Instruction and it is to that account to which your SCP will be credited. If you specify an incorrect account number, the SCP may be credited for the account of the wrong person and you may suffer a loss as a result. You accept that neither we nor the Receiving Bank are under any obligation to validate the account number (or validate that the account number belongs to the payee).
5. Once a Payment Instruction has been accepted by us it is irrevocable.
6. If a Payment Instruction is received during Operating Hours on a Business Day, then your payment will normally be credited to the account number specified in that Payment Instruction on the same Business Day or within such period as we may advise you from time to time. However delays in payment may be experienced if the SCP Systems are not fully operational.
7. If you ask, we will request the Receiving Bank to attempt to notify the Beneficiary of the receipt of that SCP to the Beneficiary's account. If you request that the Beneficiary is notified you must provide us with the correct email address for the Beneficiary. Neither we nor the Receiving Bank are responsible for any failure to give that notification to the Beneficiary.
8. If we make a Mistake and you have not made the SCP in accordance with the Payment Instruction you give us and you suffer loss as a result we will take reasonable steps to attempt to remedy that Mistake and will provide you with a full refund of all fees in connection with the corresponding Payment Instruction.

9. In no event shall we have any liability to you or anyone else (whether in contract, tort, equity or otherwise) for or in respect of:
  - any Mistake we make if that Mistake is due to any failure in the SCP System or for any reason that is beyond our reasonable control;
  - the validity or invalidity of any Payment Instruction we receive from you or that appears to be from you; or
  - us not acting upon a Payment Instruction, or part of a Payment Instruction, which we consider illegible, unclear, or where there are insufficient Cleared Funds available, or we are unable to act upon the Payment Instruction due to circumstances beyond our reasonable control.
10. As a condition of us allowing you to make an SCP you agree to:
  - pay the fees and charges for SCPs which are set out in the Application Form or as otherwise notified to you from time to time by allowing us to debit your Nominated Account;
  - neither use the SCP System, nor allow the SCP System to be used, for any illegal or fraudulent purpose;
  - check your account(s) on a regular basis and immediately advise us of any error or mistake which you identify has or might have arisen as a result of an SCP being made; and
  - ensure you always have sufficient Cleared Funds in your accounts or adequate credit arrangements in place to make the SCP. You acknowledge that we may refuse to make an SCP where there are insufficient Cleared Funds in your account or otherwise.

## 4. ANZ DIRECT MOBILE

These Conditions of Use apply, in addition to the preceding Conditions of Use, when you are accessing ANZ Direct Mobile.

**'ANZ Direct Mobile'** means the ANZ Direct Mobile service provided by us and run through a Mobile Device.

**'Mobile Device'** means a mobile digital device as specified in the User Guide for accessing ANZ Direct Mobile.

1. You and your Administrators, Users and Authorisers may incur data and/or other telecommunications usage charges from an internet and/or telecommunications service provider (**Data Charges**) for downloading, streaming or using any content accessed via a Mobile Device in respect of ANZ Direct Mobile. ANZ is not responsible for any Data Charges incurred by you or your Administrators, Users and Authorisers in connection with the use of ANZ Direct Mobile. You and your Administrators, Users and Authorisers must check the internet or telecommunications service provider for the Data Charges that may apply.

2. You acknowledge that data downloads and ANZ Direct Mobile's performance will vary depending on your Mobile Device and the network coverage and service of your relevant internet and/or telecommunications service provider.
3. You acknowledge and agree, for usage and security reasons:
  - Each ANZ Direct Mobile session will expire after a certain time of inactivity and your User will be logged out;
  - If your Administrators, Users and Authorisers exit an ANZ Direct Mobile session for any reason, they will be logged out; and
  - You or your Administrators, Users and Authorisers may experience a reduced level of service on ANZ Direct Mobile caused by a third party (including without limitation an internet and/or telecommunications service provider).
4. You will ensure that you and your Administrators, Users and Authorisers:
  - do not leave a Mobile Device unattended and left logged into ANZ Direct Mobile;
  - lock a Mobile Device with access to ANZ Direct Mobile or take other steps necessary to stop unauthorised use of ANZ Direct Mobile;
  - immediately notify ANZ upon becoming aware or suspecting that a Mobile Device with access to ANZ Direct Mobile may be lost or stolen or the security compromised; and
  - only install and download approved applications on a Mobile Device with access to ANZ Direct Mobile from those available from an application store compatible with that Mobile Device, and You agree that You will not override the software lockdown on such Mobile Device (i.e. jailbreak a Mobile Device).
5. In addition to the liability provisions set out in these Conditions of Use, ANZ is not liable for any Loss that You may suffer as a result of:
  - You being unable to use ANZ Direct Mobile; or
  - any unauthorised person accessing and using ANZ Direct Mobile on any Mobile Device.
6. You are given a non-transferable licence to use ANZ Direct Mobile on your Mobile Device in accordance with these Conditions of Use.



