

**ELECTRONIC BANKING CONDITIONS OF USE
ANZ COMMERCIAL CARDS**

08.11.2023



ELECTRONIC BANKING CONDITIONS OF USE

These Electronic Banking Conditions of Use apply to all electronic transactions except those where your signature may also be required. The Principal is liable for any non-observance by an Authorised User or a Banking for Business Authorised User.

These Electronic Banking Conditions of Use contain terms relevant to ANZ Internet Banking and ANZ Internet Banking for Business, comprising features such as:

- Access control
- Security Devices
- Direct debits
- File uploads.

Unless the account services are:

- provided or referred to you by ANZ; or
- requested by you under an Open Banking data sharing arrangement between you, ANZ and an accredited data recipient,

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

1. DEFINITIONS

'Account' means any commercial account opened by us for the purpose of recording transactions and which is subject to these Electronic Banking Conditions of Use.

'Account Signatory' means a person designated by the Principal with authority to act on its behalf in connection with the operation of an Account (including changing restrictions or limits, and adding or removing Authorised Users or Banking for Business Authorised Users).

'Activation Code' means the four to seven digit temporary activation number issued to activate the Mobile Banking service.

'AFT' means an Account Funding Transaction initiated by a Visa Direct enabled merchant or other person to debit an ANZ Commercial Card to transfer funds to a further nominated account or digital wallet.

'ANZ Business Day' means a day that is not a Saturday, Sunday or an Australian national public holiday.

'Authorised User' or **'user'**:

- for the purposes of ANZ Internet Banking, has the meaning given to it in clause 7(b); and
- for all other purposes, means a Cardholder or a person designated by the Principal to use a Commercial Card and to transact on an Account.

'Bank Feeds' means the ability for you to send your Account transaction data to compatible software packages. This feature is available to customers using ANZ Internet Banking or ANZ Internet Banking for Business, where you have registered for your preferred software package before registering for bank feeds.

'Banking Business Day' refers to any day on which banks in Melbourne or Sydney are able to effect settlement through the Reserve Bank of Australia.

'Banking for Business Authorised User' has the meaning given to it in clause 8(b).

'Cardholder' means an individual person to whom a Commercial Card or Commercial Card details are issued.

'Commercial Card' means a charge card or other credit card (whether in plastic or digital form) issued for use on an Account and which is subject to these Electronic Banking Conditions of Use and includes the card details.

'CRN' means the Customer Registration Number issued by ANZ to you.

'extreme carelessness' means a degree of carelessness that greatly exceeds what would normally be considered careless behaviour.

'Mistaken Internet Payment' means a payment made by a user through Pay Anyone where funds are paid into the Account of an unintended recipient because the user enters or selects a BSB number and/or account number that does not belong to the named and/or intended recipient as a result of:

- the user's error; or
- the user being advised of the wrong BSB number and/or account number.

This does not include payments made using BPAY®.

'**Mobile Banking**' means any banking solution for your mobile device offered by ANZ.

'**Nominated Representative**' means a person appointed for the purposes of Open Banking, who is able to manage data sharing on behalf of the Account Holder.

'**OCT**' means an Original Credit Transaction initiated by a Visa Direct enabled merchant or other person which credits funds to an ANZ Commercial Card.

'**Open Banking**' means as part of the Consumer Data Right, the ability to share data held by ANZ. Your Account may be eligible for Open Banking. For more information on Open Banking, and to see if your account is eligible, visit anz.com/datasharing

'**Pay Anyone Processing Day**' means any day from Monday to Friday that is not a public holiday in both Melbourne and Sydney.

'**PIN**' means Personal Identification Number.

'**Principal**' means, in relation to an Account, the entity in whose name the account is opened.

'**SecureMail**' means the electronic messaging system which enables communications to be sent to or from ANZ as part of ANZ Internet Banking and ANZ Internet Banking for Business.

'**Security Device**' means a physical device that generates random numbers which are used to authorise certain actions in ANZ Internet Banking for Business.

'**Security Device Code**' means a number generated by a Security Device or a substitute number provided by ANZ.

'**Security Requirement**' has the meaning given to that term in clause 19(b).

'**Telecode**' means the four to seven digit number issued to access ANZ Phone Banking.

'**you**' means the Principal and where relevant, an Authorised User or a Banking for Business Authorised User, and 'your' has a corresponding meaning.

2. INTERPRETATION

A reference to a Commercial Card being 'used' includes the card details (collectively being the card number, expiry date and card verification value (CVV - the three digits shown on the back of a card)) being provided (for example to a merchant or other party involved in processing a transaction on an Account).

3. TRANSACTION LIMITS

- (a) ANZ or another party such as a merchant may limit the amount of any electronic transaction you can make over certain periods (e.g. during any day or in a single transaction).
- (b) Transaction limits apply to AFT and OCT transactions.
- (c) ANZ may change any electronic transaction limit or impose new transaction limits by giving you at least 30 days prior written notice. We may give you less notice if it is reasonably necessary to manage a material and immediate risk or to comply with legal or regulatory requirements. You can contact us to find out if any electronic transaction limits apply to your Accounts.

4. HOW YOU CAN USE ANZ INTERNET BANKING AND ANZ INTERNET BANKING FOR BUSINESS

The following applies where you can use ANZ Internet Banking and/or ANZ Internet Banking for Business to make transactions on your linked Accounts, as set out in the Account terms and conditions. You may not have access to all or some of these facilities. Please contact us to confirm your access details.

You may also be able to use ANZ Internet Banking and/or ANZ Internet Banking for Business to purchase and order a range of financial services and products. Details can be found at anz.com

5. FEES AND CHARGES FOR MOBILE BANKING

Fees and charges may apply to Mobile Banking and you will be advised of these at the time of applying for the service or prior to the fee being charged.

You may also incur charges from your mobile phone operator as a result of using Mobile Banking. Any such charges are solely your responsibility.

® Registered to BPAY Pty Ltd ABN 69 079 137 518

6. ACCESS TO AND USE OF PAY ANYONE AND INTERNATIONAL SERVICES

6.1 Obtaining Pay Anyone

- (a) If you have approved access, ANZ may place restrictions on the manner in which you are permitted to use Pay Anyone. When applying for Pay Anyone, you must request a Pay Anyone daily limit which must be approved by ANZ. The options for the daily Pay Anyone limits are set out at anz.com. When applying for Pay Anyone for Mobile Banking, your daily limit will be as advised to you by ANZ and may not be changed by you.
- (b) If you require a password for Pay Anyone to be re-set or re-issued ANZ may reduce the current daily Pay Anyone limit. You will need to re-apply if you wish to reinstate that limit. Please allow sufficient time for the change to be made before you attempt to use the higher daily transfer limit.
- (c) ANZ may allow you to use a Security Device for certain transactions. You may also be required by ANZ to use a Security Device for certain transactions (including Pay Anyone, International Services, BPAY®, and direct debits) for security purposes: see anz.com for further information. Use of the Security Device will be as set out at anz.com and in these Electronic Banking Conditions of Use.
- (d) ANZ may reduce your current daily Pay Anyone limit or cancel your Pay Anyone access if:
- ANZ reasonably believes that your access to Pay Anyone may cause loss to the Principal or to ANZ;
 - you require a password for ANZ Internet Banking or ANZ Internet Banking for Business to be re-set or re-issued;
 - the limit is not applicable to the Accounts linked to your CRN;
 - ANZ changes the options for daily Pay Anyone limits;
 - your Security Device is faulty, misused, lost or stolen;
 - you deregister your Security Device; or
 - you do not use a Security Device when required to so do by ANZ.

ANZ will provide you with reasonable notice of such reduction or cancellation.

- (e) Any outstanding transactions subject to this limit, including future dated transactions, will not be processed by ANZ if they exceed the reduced limit. You will need to re-apply if you wish to reinstate that limit. The Principal (or, in the case of ANZ Internet Banking for Business, your Administrator) can increase or decrease the daily Pay Anyone limit by applying through ANZ Internet Banking or ANZ Internet Banking for Business. Please allow sufficient time for the change to be made before you attempt to use the higher daily Pay Anyone limit.

6.2 Obtaining International Services

- (a) The Principal may be able to apply for International Services after Pay Anyone access has been granted. International Services are not available through Mobile Banking. The total of all Pay Anyone and International Services transfers (converted into Australian Dollars) on any day cannot exceed your daily Pay Anyone limit.

The terms set out above in relation to Pay Anyone also apply to International Services.

- (b) If you apply for ANZ Internet Banking for Business, you may need to re-register for access to International Services after ANZ Internet Banking for Business has been implemented. Access to these International Services will not then be available until the registration process for International Services is completed.

7. PERMISSION LEVELS FOR ANZ PHONE BANKING, ANZ INTERNET BANKING* AND MOBILE BANKING

- (a) Permission Levels (subject to exclusions for all categories set out below these levels):

- 'All Transactions' – Access every function within ANZ Phone Banking, ANZ Internet Banking and Mobile Banking for the Account;
- 'Transaction History Details Only and BPAY®' - Includes BPAY®, Account balance information, transaction history details, ordering a cheque/ deposit book but excludes transfers between Accounts, increasing a credit card limit, direct loan payments, BPAY® View, ANZ Online Investing and ANZ Online Reporting;
- 'Deposit and Transaction History Details Only' - Includes transfers between Accounts, transaction history details, Account balance information and ordering a cheque/deposit book but excludes withdrawals from Accounts, increasing a credit card limit, direct loan payments, BPAY® View, ANZ Online Investing, ANZ Online Reporting and BPAY®;
- 'Deposit Only' – Includes transfers between Accounts but excludes withdrawals from Accounts, increasing a credit card limit, BPAY®, direct loan payments, BPAY® View, ANZ Online Investing, ANZ Online Reporting, Account balance information, transaction history details and ordering a cheque/deposit book;

*For ANZ Internet Banking for Business, refer to Condition 8

- 'Transaction History Details Only' – Includes enquiries on past transactions about the Account but excludes all transactions on the Account, transfers between Accounts, increasing a credit card limit, direct loan payments, BPAY® View, ANZ Online Investing, ANZ Online Reporting and BPAY®.
- (b) Only the Principal or an Account Signatory can select a permission level under paragraph (a). The Principal or Account Signatory may assign a permission level under paragraph (a) to another person (an '**Authorised User**'). The Principal is responsible for the operation of the Account by any Authorised User within that Authorised User's permission level, including proper use and storage of the Authorised User's Card, CRN and PIN.
- (c) The Principal or an Account Signatory may cancel or change any permission level by sending a written request or SecureMail to ANZ, or by calling us on the number at the front of your Account terms and conditions booklet. ANZ may require written confirmation. ANZ may take several days to process this change.
- (d) Authorised Users, regardless of their permission level, cannot access Pay Anyone, ANZ Online Investing, International Services, direct debits, increase a credit card limit or use SecureMail to change any of the Principal's Account details or other personal details. However, Authorised Users may be able to use ANZ Internet Banking to change their own profile, access their own SecureMail, select and change their own password and use Mobile Banking to change their own password.

8. ACCESS CONTROL FOR ANZ INTERNET BANKING FOR BUSINESS

- (a) Provided the Principal has approved access, a Banking for Business Authorised User may link one or more Accounts to ANZ Internet Banking for Business. These Accounts may be held by the Principal and/or by any other related/unrelated account holder.
- (b) Access control is subject to approval by ANZ and any requirements and restrictions set out in the Account authority. The Principal may authorise another person to operate an Account and that person may be appointed as an 'Administrator', 'Authoriser' or 'Operator' of the Account (each a '**Banking for Business Authorised User**').

A Banking for Business Authorised User will be able to perform basic functions as follows.

Function	Administrator	Authoriser	Operator
Approve transactions e.g. Pay Anyone, International Services, BPAY®, direct debits, transfers between Accounts)	✓	✓	✗
Setting up transactions (but not approving transactions)	✓	✓	✓
Account enquiries (e.g. balance and transaction details)	✓	✓	✓
Administrative functions for all Banking for Business Authorised Users	✓	✗	✗
Setting up and managing Operators	✓	✗	✗
Register for and manage Pay Anyone, International Services and BPAY® View Bills access	✓	✗	✗
Administrative functions for self	✓	✓	✗
Activate and manage Bank Feeds	✓	✓	✓
Appoint and revoke Nominated Representatives for Open Banking	✓	✗	✗
Activate and manage Open Banking data sharing arrangements as a Nominated Representative	✓	✓	✗

A full list of functions each Banking for Business Authorised User can perform is located at anz.com

- (c) The Principal is responsible for the operation of the Account by Banking for Business Authorised Users, including proper use and storage of an authorised user's cards, Security Devices, CRNs, PINs and Security Device Codes. The Principal is responsible for providing a copy of these Electronic Banking Conditions of Use to each Banking for Business Authorised User (if applicable).
- (d) You may cancel or change 'Administrator' or 'Authoriser' access by sending a written request to ANZ. ANZ may take several days to process this request. Administrators may cancel 'Operator' access.
- (e) All Pay Anyone Payee details (saved in your Pay Anyone Payees List and Payroll Payment Employee List) as well as BPAY® Payments details saved by any Banking for Business Authorised User of your ANZ Internet Banking for Business facility will be viewed and available to all Banking for Business Authorised Users of your ANZ Internet Banking for Business facility. These details may also be shared via Open Banking. Therefore, to ensure access and data sharing via Open Banking is controlled, you should only save Payee and/or BPAY® Payments details relating to your business in ANZ Internet Banking for Business. Payee or BPAY® Payments details relating to personal, family or household affairs should not be saved in ANZ Internet Banking for Business.

9. PROCESSING INSTRUCTIONS - GENERAL

- (a) The Principal authorises ANZ to act on any instructions entered into electronic equipment. Any electronic transaction made cannot be cancelled, altered or changed unless allowed by the applicable Account terms and conditions or these Electronic Banking Conditions of Use.
- (b) ANZ may delay acting on or may ask you for further information before acting on an instruction. Where ANZ has instructions for more than one payment from an Account, ANZ will determine the order of priority in which payments are made in accordance with the (applicable) Account terms and conditions.
- (c) If a cash withdrawal is made from an Account by making an electronic transaction and there is a difference between the amount of cash received and the amount shown on the receipt, you must contact us and the electronic transaction provider (if applicable) as soon as possible.
- (d) If you make a deposit of funds to an Account by making an electronic transaction and there is a difference between the amount recorded as having been deposited and the amount ANZ receives, the Principal will be notified of the difference as soon as possible and will be advised of the actual amount that has been credited to the Account.
- (e) ANZ is not liable for the refusal by any merchant or other party to accept an electronic transaction and, to the extent permitted by law, is not responsible for the goods and services supplied by a merchant. ANZ may notify you of electronic transactions (instructions for which are received through Mobile Banking) it is unable to process.
- (f) You accept that:
 - Not all electronic equipment from which cash can be withdrawn will always contain cash;
 - Any cash dispensed at electronic equipment is at your risk once it becomes visible or available for you to collect;
 - Not all electronic equipment will allow you to make deposits; and
 - Future dated transfers are not available through Mobile Banking.
- (g) An immediate transfer, Pay Anyone, International Services, BPAY® or direct debit transaction cannot be revoked or stopped once ANZ receives your instruction. Future dated transfer, Pay Anyone, International Services, BPAY® or direct debit instructions can only be revoked or changed if instructions to delete the transaction are given to ANZ through ANZ Internet Banking or ANZ Internet Banking for Business before midnight Sydney time on the ANZ Business Day (or, for Pay Anyone, the Pay Anyone Processing Day) before the transaction is scheduled to occur. After this time, the instruction cannot be revoked.
- (h) If a Commercial Card or Account is used to transfer money or pay a bill through electronic equipment it may be treated as a cash advance, and cash advance fees and interest may apply (unless it is through BPAY® where the biller accepts a credit card for the payment).

10. PROCESSING INSTRUCTIONS - ANZ PHONE BANKING, ANZ INTERNET BANKING, ANZ INTERNET BANKING FOR BUSINESS AND MOBILE BANKING

- (a) Any ANZ Phone Banking, ANZ Internet Banking, ANZ Internet Banking for Business or Mobile Banking transaction (other than a BPAY® payment) will generally be processed to an Account on the same day ANZ receives your instructions, if given before 10pm Melbourne time Monday to Friday (except national public holidays). Any transaction made after this time may be processed on the following ANZ Business Day.
- (b) Account information accessed using ANZ Phone Banking, ANZ Internet Banking, ANZ Internet Banking for Business or Mobile Banking are indicative of the position of the account at that time. For example, account balances generally won't reflect transactions not yet processed by ANZ (including uncleared cheques and unprocessed credit card transactions) or cleared cheques and direct debits processed by ANZ that day.

11. PROCESSING INSTRUCTIONS - PAY ANYONE, INTERNATIONAL SERVICES AND DIRECT DEBITS

- (a) ANZ will generally process Pay Anyone instructions:
 - For immediate Pay Anyone or international transfers or direct debits, on the day the instruction is given, if ANZ receives the instruction before 6pm Melbourne time on a Pay Anyone Processing Day;
 - For future dated transfers, on the relevant future day you select if it is a Pay Anyone Processing Day (or if it is not, on the first Pay Anyone Processing Day after that day).
- (b) Instructions you give will be delivered to the payee's or payer's financial institution on the day that ANZ processes them except where:
 - ANZ is not obliged to process your instructions;
 - There is a technical failure;

- There is a delay or error in accepting the instructions caused by the financial institution to which the transfer is to be made to or from; or
 - The instructions are for a transfer by way of an international draft or telegraphic draft.
- (c) Where your instruction is for a transfer by way of ANZ issuing an international draft:
- ANZ will send the draft by post to the delivery address notified by you;
 - You acknowledge that it is your responsibility to forward the draft to the intended recipient.
- (d) ANZ cannot control (and is not responsible for) when or if, the payee's or payer's financial institution processes your instructions or the fees that financial institutions may charge to process your instructions.
- (e) Once ANZ processes your transfer or direct debit instruction, ANZ is reliant on the payee's financial institution to advise whether your instructions have been successfully processed. If a payee's financial institution advises that your transfer instruction has not been successful, it may take a number of weeks, depending on the payee's financial institution, to reverse the relevant transfer or instruction.

12. PROCESSING INSTRUCTIONS - BPAY®

- (a) ANZ is a member of the BPAY® Scheme. This is an electronic payments scheme through which ANZ can be asked to make payments on your behalf to billers. ANZ will tell you if it ceases to be a member of the BPAY® Scheme. For the purposes of the BPAY® Scheme, ANZ may also be a biller.
- (b) You must comply with the terms and conditions for the Account which you ask ANZ to debit a BPAY® payment (to the extent that those terms are not inconsistent with or expressly overridden by these Electronic Banking Conditions of Use).
- (c) To make a BPAY® payment the following information must be given to ANZ:
- Your CRN and password and Security Device Code (if appropriate) or Telecode;
 - The biller code from the bill;
 - Your customer reference number (e.g. your account number) with that biller;
 - The amount you want to pay; and
 - The Account from which you want the payment to be made.
- (d) Once this information is provided, ANZ will treat your instructions as valid and will debit the relevant Account. ANZ will not be obliged to effect a BPAY® instruction if it is not made in accordance with these Electronic Banking Conditions of Use or if the information given is incomplete and/or inaccurate.
- (e) Limits apply to your use of BPAY® on both a per transaction and daily limit (per CRN) basis. Separate daily limits apply for BPAY® Tax Payments, independent of the general BPAY® limits. For more information on available limits see anz.com. These limits will be subject to any limits otherwise imposed on your access to an Account.
- (f) Subject to the 'Processing Instructions' conditions set out above:
- Any BPAY® payment made by you will be processed on the day you tell ANZ to make that BPAY® payment, if ANZ receives your instructions before 6pm Sydney time on a Banking Business Day (ANZ's cut-off time);
 - BPAY® instructions received after 6pm Sydney time on a Banking Business Day, or on a day that is not a Banking Business Day, will be processed on the next Banking Business Day.
- (g) A delay may occur in processing a BPAY® payment where:
- There is a public or bank holiday on the day after you tell ANZ to make a BPAY® payment;
 - You tell ANZ to make a BPAY® payment after ANZ's cut-off time; or
 - Another participant in the BPAY® Scheme such as another financial institution or a biller does not process a payment as soon as it receives details of the payment or does not otherwise comply with its obligations under the BPAY® Scheme.
- (h) While it is expected that any such delay will not continue for more than one Banking Business Day, it may continue for a longer period.
- (i) ANZ will attempt to ensure a BPAY® payment is processed promptly by billers and other participants in the BPAY® Scheme.
- (j) You should check your Account records carefully and tell ANZ as soon as possible if you become aware of:
- A BPAY® payment which has been made from your linked Account which was not authorised;
 - The possibility that you have been fraudulently induced to make a BPAY® payment; or
 - Any delay or mistake in processing of your BPAY® payment.

(k) If ANZ is advised by a biller that it cannot process your BPAY® payment, ANZ will:

- Advise you of this;
- Credit your Account with the amount of that BPAY® payment; and
- Tell you how ANZ can assist you, if possible, in making the payment as soon as possible.

(l) You are not authorised to give a biller code to any person in order to receive payments owing to you.

Biller codes may only be used by authorised billers to receive payment of bills issued by that biller. The terms and conditions of use of BPAY® will not apply to any use by you of biller codes in this way.

13. SHORT MESSAGE SERVICE (SMS)

By registering for Mobile Banking, you agree that ANZ may send SMS messages to your nominated mobile phone. ANZ is not liable for any loss or damage you suffer as a result of any person other than you accessing those SMS messages except to the extent the loss or damage arises from ANZ's negligence, wilful misconduct or fraud.

14. CARD VALIDITY

(a) All Commercial Cards remain the property of ANZ.

(b) A Commercial Card must only be used if it is valid and it has not expired. A plastic card will be valid if the Cardholder has signed the back of the card. A card expires when the 'until end' or 'valid to' date shown on the card has passed. A Commercial Card must be destroyed once it expires by cutting it diagonally in half (including any chip on the card).

(c) If a Cardholder is named on a Commercial Card then the card must only be used by that Cardholder.

15. SECURITY DEVICE VALIDITY

Your Security Device remains ANZ's property at all times. The Security Device must be registered in the manner specified by ANZ. You must ensure that your authorised Administrators and Authorisers return the Security Device to ANZ immediately if requested by ANZ, if the relevant Security Device is deregistered, if ANZ Internet Banking for Business access is cancelled, or if ANZ cancels your right to use the Security Device. You should post the Security Device to the address indicated on anz.com

16. LOST OR STOLEN CARDS, SECURITY DEVICE, PASSWORD, PIN OR TELECODE

(a) If you report that a card, card details or Security Device has been lost or stolen the card, card details or Security Device will be cancelled when you notify us.

(b) You must not use the card or Security Device once the report is made. If you recover a lost or stolen card or card details, you must destroy the card or card details (and, if applicable, any embedded microchip by cutting it in half).

(c) If you recover the lost or stolen Security Device you must immediately return it to ANZ by posting it to the address indicated on anz.com

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

(e) The best way to make a report is to call ANZ on 1800 033 844 (if in Australia) or +61 3 8699 6955 if overseas. For lost or divulged online passwords please call us on 13 33 50. If ANZ's telephone reporting service is unavailable, you must report the loss, theft or misuse to any ANZ branch.

17. CANCELLATION OF CARDS, SECURITY DEVICES OR ELECTRONIC ACCESS

(a) If ANZ cancels, suspends or blocks a Commercial Card, or an Account, in accordance with the terms of your credit contract, then ANZ may, without notice, cancel any card, Security Device, CRN or electronic access (including access to Internet Banking or ANZ Internet Banking for Business and electronic access to some or all of the Accounts from your CRN).

If an Account is closed, all cards and card details for that account will also be cancelled. Any cancellation by ANZ of a card, card details or Account will comply with the relevant terms in your contract.

(b) The Principal may cancel a card or card details at any time by sending ANZ a written request or by calling us on the number at the front of your Account terms and conditions booklet. ANZ may require written confirmation. If a card or card details are cancelled then they must not be used and they must be securely destroyed (including, if applicable, any embedded microchip by cutting it in half).

- (c) The Principal or an Account Signatory may cancel a Security Device at any time by calling us on the number at the front of your Account terms and conditions booklet. The Security Device must then be immediately returned to ANZ by posting it to the address indicated on anz.com. ANZ may limit your access to certain functions (e.g. Pay Anyone) if you do not have a Security Device.
- (d) ANZ may also at any time suspend or terminate your ability to make BPAY® Payments in the following circumstances:
- We, or BPAY®, suspect on reasonable grounds that you, or a person acting on your behalf is:
 - being fraudulent;
 - in breach, or will cause you to be in breach, of these Electronic Banking Conditions of Use;
 - using BPAY® Payments in a manner that will, or is likely to, adversely affect the integrity, stability or reputation of BPAY® Payments, the BPAY® Scheme, or the quality of services offered to you or to other customers; or
 - using BPAY® Payments in connection with any activities which are unlawful;
 - BPAY® or any regulatory authority requires or requests us to do so; or
 - Our membership to the BPAY® Scheme or our subscription to BPAY® Payments is suspended, ceases or is cancelled for any reason.
- (e) You can request ANZ to deregister you from ANZ Internet Banking or ANZ Internet Banking for Business at any time by SecureMail or by calling us on the number at the front of your Account terms and conditions booklet.

18. WITHDRAWAL OF ELECTRONIC ACCESS

- (a) ANZ may withdraw your electronic access to Accounts (including by BPAY®) without prior notice if:
- Electronic equipment malfunctions or is otherwise unavailable for use;
 - A merchant refuses to accept your card;
 - You have exceeded your agreed Account limit (except where we have allowed you to exceed your limit);
 - Any one of the Accounts or your use of an account is otherwise considered out of order by ANZ;
 - ANZ reasonably believes your access to Accounts through electronic equipment may cause loss to the Principal or to ANZ;
 - ANZ reasonably believes that the quality or security of your electronic access process or ANZ's systems may have been compromised;
 - All the Accounts which you may access using ANZ Phone Banking, ANZ Internet Banking or ANZ Internet Banking for Business have been closed or are inactive or the account you have nominated for Mobile Banking fees and charges to be charged to is closed; or
 - ANZ reasonably suspects you of being fraudulent or engaging in inappropriate behaviour, unless the withdrawal of access is prohibited by law.
- (b) ANZ may at any time change the types of Accounts that may be operated, or the types of electronic transactions that may be made through particular electronic equipment.

19. PASSWORD, PIN, TELECODE AND SECURITY DEVICE SECURITY

- (a) If you have been authorised by the Principal to use a password, PIN, Telecode or Security Device to access an Account using electronic equipment, you must keep those details and Security Device Codes secure. Failure to do so may increase the Principal's liability for any loss.

Warning: A user must not use their birth date or an alphabetical code which is a recognisable part of their name as a password, or select a Telecode which has sequential numbers, for example, '12345' or where all numbers are the same, for example, '11111'. If the user does, you may be liable for any loss suffered from an unauthorised transaction.

- (b) A user must not:
- Voluntarily disclose any of their passwords, PINs, Security Device Codes or Telecodes to anyone, including a family member or friend;
 - Write or record passwords, PINs, Security Device Codes or Telecodes on a card, or keep a record of the passwords, PINs, Security Device the card or liable to loss or theft at the same time as the card, unless the user makes a reasonable attempt to protect the security of the passwords, PINs, Security Device Codes or Telecodes;

- Keep a written record of all passwords, PINs, Security Device Codes or Telecodes required to perform transactions on one or more articles liable to be lost or stolen at the same time, without making a reasonable attempt to protect the security of the passwords, PINs, Security Device Codes or Telecodes;
- Select a numeric password, PIN or Telecode that represents your birth date, or an alphabetical password, PIN, Security, Device Codes or Telecode that is a recognisable part of their name;
- Otherwise act with extreme carelessness in failing to protect the security of all passwords, PINs, Security Device Codes or Telecodes, (each a **'Security Requirement'**).

Warning: Users should avoid accessing ANZ Phone Banking through telephone services which record numbers dialled – for example hotels which do this for billing purposes. In these situations users should obtain access to ANZ Phone Banking through an ANZ customer service operator.

20. UNAUTHORISED TRANSACTIONS

The following terms apply to unauthorised transactions. The terms do not apply to:

- The ANZ direct debit Service. The terms relating to liability for direct debits are set out in the terms and conditions for ANZ direct debits;
- A transaction performed by a user or by anyone who performs a transaction with the knowledge and consent of a user.

20.1 When ANZ is Liable

ANZ will be liable for losses incurred by the Principal that:

- are caused by the fraudulent or negligent conduct of ANZ's employees or agents or third parties involved in networking arrangements, or of merchants or their agents or employees;
- are caused by a card or card details, Security Device, Account number, PayID, password, PIN, Security Device Code or Telecode which is forged, faulty, expired or cancelled;
- are caused by a transaction that requires the use of any card, Security Device, password, PIN, Security Device Code or Telecode that occurred before the user received or selected the card, Security Device, password, PIN, Security Device Code or Telecode (including a reissued card, Security Device, password, PIN, Security Device Code or Telecode);
- are caused by an electronic transaction being incorrectly debited a second or subsequent time to the same Account;
- are caused by an unauthorised transaction that occurs after you have notified ANZ that any card or card details or Security Device has been misused, lost or stolen or that the security of a password, PIN, Security Device Code or Telecode has been breached;
- arise from an unauthorised transaction that can be made using an Account number or PayID without a password, PIN, Security Device Code or Telecode or card or Security Device. Where a transaction made can be made using a card or Security Device, or a card or Security Device and an Account number or PayID, but does not require a password, PIN, Security Device Code or Telecode, you will be liable only if the user unreasonably delays reporting the loss or theft of the card;
- arise from an unauthorised transaction if it is clear that a user has not contributed to the losses; or
- occur while ANZ's process for reporting unauthorised transactions, loss, theft or misuse of a card or breach of a Security Requirement is unavailable, provided that a report is made within a reasonable time of the process again becoming generally available.

20.2 When the Principal is Liable

(a) If ANZ can prove on the balance of probability that a user contributed to the loss arising from an unauthorised transaction:

- by failing to comply with these Electronic Banking Conditions of Use;
- through fraud; or
- subject to the terms of any account services provided or referred to you by ANZ, through breaching a Security Requirement, the Principal is liable in full for the actual losses that occur before ANZ is notified of the loss, theft or misuse of a card or Security Device or breach of a Security Requirement, but the Principal will not be liable for the portion of losses:
 - Incurred on any one day that exceed any applicable daily transaction limit;
 - Incurred in any period that exceed any applicable periodic transaction limit;
 - That exceed the balance of the Account, including any pre-arranged credit; or
 - Incurred on any Account that ANZ and the Principal had not agreed could be accessed using the card or Security Device, account number or PayID and/or password, PIN, Telecode or Security Device Code used to perform the transaction.

(b) Where:

- More than one password, PIN, Security Device Code or Telecode is required to perform a transaction; and
- ANZ can prove that a user breached a Security Requirement for one or more (but not all) of the required passwords, PINs, Security Device Codes or Telecodes, the Principal will only be liable if ANZ can also prove on the balance of probability that the breach of the Security Requirement was more than 50% responsible for the losses, when assessed together with all the contributing causes.

The Principal is liable for losses arising from unauthorised transactions that occur because a user contributed to the losses by leaving a card in an ATM.

(c) If ANZ can prove, on the balance of probability that a user contributed to the losses resulting from an unauthorised transaction by unreasonably delaying reporting the misuse, loss or theft of a card or Security Device or a breach of a Security Requirement, the Principal will be liable for the actual losses that occur between:

- The time when the user became aware of the security compromise, or in the case of a lost or stolen card or Security Device, should reasonably have become aware; and
- The time ANZ was notified of the security compromise.

However, the Principal will not be liable for that portion of the losses:

- incurred on any one day that exceeds any applicable daily transaction limit;
- incurred in any period that exceeds any applicable periodic transaction limit;
- that exceeds the balance of the Account, including any pre-arranged credit; or
- incurred on any Account that we and the Principal had not agreed could be accessed using the card or Security Device and/or password, PIN, Security Device Code or Telecode used to perform the transaction.

(d) Other Principal liability

Subject to any other provision in these Electronic Banking Conditions of Use, where a loss arises from an unauthorised transaction other than as described above and where a password, PIN, Security Device Code or Telecode was required to perform the unauthorised transaction, the Principal is liable for the least of:

- \$150 or a lower figure determined by ANZ;
- the balance of the Account or Accounts (including any prearranged credit) from which ANZ and the Principal have agreed could be accessed using the card or Security Device and/or password, PIN, Security Device Code or Telecode; or
- the actual loss at the time ANZ is notified of the misuse, loss or theft of a card or Security Device or breach of a Security Requirement (but not that portion of the loss incurred on any one day* which is greater than the daily transaction limit or other periodic transaction limit (if any)).

21. ADDITIONAL PROTECTION

21.1 Visa – Zero Liability

Your liability for unauthorised transactions on a Visa Commercial Card may be limited by the Visa scheme rules, and you may be entitled to provisional credit, subject to those rules.

22. EQUIPMENT MALFUNCTION

- (a) ANZ is responsible to the Principal for any loss caused by the failure of a system or equipment to complete a transaction that was accepted in accordance with your instructions.
- (b) However, if you were aware or should have been aware that the system or equipment, including your mobile phone with respect to Mobile Banking, was unavailable for use or malfunctioning, ANZ's responsibility will be limited to correcting errors in the Account and refunding any charges or fees imposed as a result.
- (c) You are responsible for the accuracy and completeness of the content that you enter into or upload to ANZ Internet Banking and ANZ Internet Banking for Business. ANZ is not responsible for any inaccuracy or incompleteness in the entering or uploading of information by you. ANZ's records of the information and data that was uploaded will be determinative and final.
- (d) You are solely responsible for your own computer and mobile phone anti-virus and security measures, and those of any Authorised User or Banking for Business Authorised User, to help prevent unauthorised access via ANZ Internet Banking, ANZ Internet Banking for Business or Mobile Banking to your transactions and linked Accounts.

*A day begins at 12.00am (Melbourne time) and ends at 11.59pm (Melbourne time) on the same day. If you are not in the same time zone as Melbourne, please check <http://www.australia.gov.au>

23. ACCESS TO OTHER SERVICES

You may use ANZ Internet Banking or ANZ Internet Banking for Business to access other ANZ services. If there is any inconsistency between these Electronic Banking Conditions of Use and your agreement for that other service, the terms of the agreement for that other service prevail when using ANZ Internet Banking or ANZ Internet Banking for Business to access or use that other service.

24. LIABILITY UNDER THE BPAY® SCHEME

24.1 General

You should note that:

- If you advise ANZ that a BPAY® payment made from a linked Account is unauthorised, you should first give ANZ your written consent to obtain from the biller information about your linked Account with that biller or the BPAY® payment (including your CRN), as ANZ reasonably requires to investigate the BPAY® payment. This should be addressed to the biller who received the BPAY® payment. If you do not do this, the biller may not be permitted by law to disclose to ANZ the information ANZ needs to investigate or rectify that BPAY® payment;
- If you discover that the amount you instructed ANZ to pay was less than the amount you needed to pay, you can make another BPAY® payment for the shortfall. If you cannot make another BPAY® payment for the shortfall because the shortfall amount is less than the minimum amount the biller will accept, you can ask ANZ to arrange for a reversal of the initial payment. You can then make a second payment for the correct amount. If you discover that the amount you instructed ANZ to pay was more than the amount you needed to pay, you can ask ANZ to request a reversal of the initial payment from the biller on your behalf, and if this occurs, you can make a second payment for the correct amount.

24.2 ANZ's Liability

ANZ will not be liable to you under the BPAY® Scheme except in the circumstances set out in this clause.

24.3 BPAY® Payments

Except where a BPAY® payment is an Unauthorised payment, a Fraudulent payment or a Mistaken payment, BPAY® payments are irrevocable. No refunds will be provided through the BPAY® Scheme where you have a dispute with the biller about any goods or services you may have agreed to acquire from the biller. Any dispute must be resolved with the biller.

24.4 Unauthorised payments

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

- ANZ cannot recover the amount from the person who received it within 20 Banking Business Days of ANZ attempting to do so; and
- The payment was made as a result of a payment direction which did not comply with ANZ's prescribed security procedures.

24.5 Fraudulent payments

If a BPAY® payment is induced by the fraud of a person involved in the BPAY® Scheme, then that person should refund you the amount of the fraud-induced payment. However, if that person does not refund you that amount, you must bear the loss unless some other person involved in the BPAY® Scheme knew of the fraud or would have detected it with reasonable diligence, in which case that person must refund you the amount of the fraud-induced payment.

24.6 Mistaken payments

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

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

24.7 Consequential Loss

ANZ is not liable for any consequential loss or damage you suffer as a result of using the BPAY® Scheme, other than due to any loss or damage you suffer due to ANZ's negligence, fraud or wilful misconduct or in relation to any breach of a condition or warranty implied by law in contracts for the supply of goods and services and which may not be excluded, restricted or modified at all or only to a limited extent.

25. INDEMNITY

To the extent permitted by law, you indemnify ANZ against any loss or damage ANZ may suffer (acting reasonably) due to any claim, demand or action of any kind brought against ANZ arising directly because you:

- did not observe your obligations under; or
- acted negligently or fraudulently in connection with,

these Electronic Banking Conditions of Use.

You are not required to discharge or indemnify us under this clause in relation to any loss or damage to the extent it arises from negligence, fraud, wilful misconduct or mistake of ANZ, its employees, officers, contractors, agents or any receiver appointed by ANZ over the security that secures an obligation under your Account terms and conditions.

26. RECEIPT OF MISTAKEN INTERNET PAYMENT

Sometimes you may receive a Mistaken Internet Payment into your Account. If you discover a payment into your Account which you believe may be a Mistaken Internet Payment, you must notify ANZ as soon as practicable.

If notified of a potential Mistaken Internet Payment by you or by some other person such as the payer's financial institution, ANZ will investigate the payment. Whilst ANZ is investigating the payment, ANZ may prevent that payment from being withdrawn from the Account. If ANZ, acting reasonably, determines that a payment is a Mistaken Internet Payment, you authorise ANZ to withdraw the payment from your Account and return it to the payer's financial institution.

27. WE CAN MAKE CHANGES TO THESE ELECTRONIC BANKING CONDITIONS OF USE WITHOUT YOUR AGREEMENT

We can make changes to these Electronic Banking Conditions of Use without your agreement.

If we make any changes, we will give you notice in accordance with the notice requirements set out in your Account terms and conditions.

28. PRECEDENCE OF TERMS

If there is any inconsistency between these Electronic Banking Conditions of Use and your Account terms and conditions, the Account terms and conditions prevail.

