

# ANZ DIRECT ONLINE

CONDITIONS OF USE  
DECEMBER 2024



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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's important that you read and understand them. 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 ANZ accounts and products associated with the Client Code as specified on your Application Form, and as otherwise included in ANZ Direct Online from time to time.

'**Account Owner**' means the owner of an ANZ account or product.

'**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 Auth app**' or '**App**' means an application used by Authorisers to authorise ANZ Direct Online Transactions.

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

'**ANZ Direct Online**' means the ANZ Direct Online package provided by ANZ Bank New Zealand Limited, and, unless the context otherwise requires, includes ANZ Direct Online services provided by us through channels other than our ANZ Direct Online website including, without limitation, an Authorisation Device.

'**ANZ Direct Online fees and charges**' means the fees and charges explained in the charges schedule in the ANZ Direct Online Application Form, Third Party Authorisation Form, and as further set out in the ANZ Fees and Charges brochure, each as amended from time to time.

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

'**Authorisation Device**' means the ANZ Direct Auth app or a handheld physical electronic device that we provide to you, to be 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, a person who is able to authorise Transactions or instructions in ANZ Direct Online.

'**Biometric Identifier**' means fingerprint, facial recognition, voice or any other means by which a Mobile Device allows a person to authenticate their identity for the purposes of unlocking their Mobile Device and that is accepted by the ANZ Direct Auth app downloaded to that Mobile Device.

'**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.

'**Mobile Device**' means a mobile digital device that is eligible for access to ANZ Direct Mobile or the ANZ Direct Auth app.

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

'**Online Help**' means the online help facility provided by us in relation to ANZ Direct Online.

'**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 day selected by you for that payment to be made.

'**PIN**' means a unique personal identification number which is used to access an Authorisation Device.

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

'**Site Owner**' means the entity in whose name an ANZ Direct Online site is set up, identified in an Application Form by name and Client Code, or as otherwise updated from time to time.

'**Third Party Authorisation Form**' means the form titled 'ANZ Direct Online Third Party Authorisation Form', as updated from time to time, and including any short form version, relating to allowing some or all of your Accounts to be included on someone else's ANZ Direct Online site.

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

**Transaction Date** means the date that a Transaction is processed.

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

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

**'Value Date'** means the date that a Transaction is made.

**'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, the Site Owner, or any Account Owner whose accounts are included in ANZ Direct Online, and where the context requires (particularly in respect of authorisation, and use and security of PINs, Biometric Identifiers 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, including your Signing Authority.

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.

**ANZ Direct Online can operate independently from the authority under your Signing Authority. As a result, there may be some differences in the way Transactions are authorised in ANZ Direct Online. See 'Authorisation Procedures' below for more information.**

## 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'll 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, or the ANZ Direct Auth app and any Biometric Identifier stored on your Mobile Device used to access the App, provides 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 won't 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 Owners, Site Owners, 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 won't 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 in ANZ Direct Online, to which they're 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. As we also rely on third parties to make ANZ Direct Online available (like software providers, network service providers, and internet service providers), there may be other times when services provided by ANZ Direct Online are limited or unavailable.

In providing SMS services we rely on mobile phone network providers. That means that we cannot promise that SMS services will always be available. It also means the coverage of the network you use, including if you're overseas, may affect your ability to receive SMS 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.

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 available within Online Help and with any other directions given by us in relation to your use of ANZ Direct Online;
- keep each physical Authorisation Device that we provide to you securely within your control and return it to us when directed by us;
- ensure that only Users have access to ANZ Direct Online, that your Users are correct and up-to-date, and that each User complies with these Conditions of Use;
- check your Authorisers on a regular basis to ensure that:
  - your Authorisers are correct, and updated where necessary. New signatories on your accounts will not automatically become authorisers on your ANZ Direct Online site;
  - all Authorisers who are able to transact on your accounts in ANZ Direct Online are also authorised signatories with authority to transact on those accounts under your Signing Authority, including whether they have 'joint' or 'several' authority;

You can ask us to update your Signing Authority by contacting any ANZ branch or your ANZ representative.

You can change your Authorisers at any time, by completing the relevant form within ANZ Direct Online via a secure mail request, or by contacting your ANZ Relationship Manager.

To view a list of your Authorisers, see 'View Signatories and Authorisation Devices' in the Administration tab of ANZ Direct Online;

- be solely responsible for continuing to meet the system requirements necessary to be able to access ANZ Direct Online. This includes ensuring that the operating system and browser on your computer or Mobile Device are regularly updated;
- take appropriate steps to ensure any computer or Mobile Device you use to access ANZ Direct Online is protected against computer viruses and unauthorised access. This includes ensuring your computer or Mobile Device has anti-virus software installed and regularly updated;

- 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. Our recommendation is that you do this at least once every three months;
- ensure that the Authoriser's Biometric Identifier is the only Biometric Identifier stored on the Mobile Device used to access the App;
- 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;
- maintain, at all times any other internal practices and procedures that may be necessary to protect from unauthorised disclosure or unauthorised use of any account information or personal information of third parties (including your customers) that you may obtain through use of ANZ Direct Online.

## 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 or consequential, arising from:

- (a) your use of ANZ Direct Online or for any claim brought against us by a third party that arises out of or in connection with your use of ANZ Direct Online;
- (b) situations outside of our control, including where you can't access or use ANZ Direct Online because of a power or communication line failure, failure to connect to the internet, a malfunction of any equipment (including telecommunications equipment) that supports ANZ Direct Online; or
- (c) third party products or services, including any loss or damage to the computer or Mobile Device you use to access ANZ Direct Online, the accuracy or otherwise of any information contained in any report or information provided to you through ANZ Direct Online provided or supplied by a third party; or any delay or error in processing your instructions caused by a third party; or
- (d) the use of ANZ Direct Online, in a manner or for a purpose not authorised by you, by any Authoriser; or
- (e) any breach by you of these Conditions of Use, or where you've acted fraudulently or negligently, or allowed ANZ Direct Online to be used to process unauthorised transactions.

Our disclaimer of liability in the above clause won't apply where the loss arose out of our negligence, fraud or wilful misconduct, provided that we won't be liable for any indirect or consequential loss. If you're a consumer, your rights under the Consumer Guarantees Act 1993 apply.

## YOUR INDEMNITY TO US

You shall indemnify and hold us harmless against any reasonable and direct loss, claim, delay, damage, expense, injury or other liability (collectively 'loss') sustained or incurred by us, 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; or,
- (d) arising from any breach by you of these Conditions of Use.

We won't be able to recover under the indemnity in this clause for any loss arising due to the negligence, fraud or wilful default of ANZ, (including its employees, officers, contractors, agents, or any receiver appointed by ANZ over secured property). We'll act reasonably in relation to the calculation of any amount you have to pay us under this indemnity.

## 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 the computer or Mobile Device you use to access ANZ Direct Online uses a supported web browser that 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:

- Electronic domestic payments (Direct Credit / DC) and receivables (Direct Debit / DD), including bill payments and automatic payments, can be made and received seven days a week, 365 days a year, and are processed instantly once the payment is released, until 10 pm.
- Domestic funds transfers are processed instantly once the payment is released, and can be made and received at any time of the day, unlike domestic electronic payments which have a cut off time of 10pm.

- Future-dated domestic funds transfers are processed from 7am on the due date.
- Foreign Currency Funds Transfers will be processed once the payment is released to ANZ. Any required currency conversions will be at the time of rate approval or when ANZ processes your future dated Transaction.
- Transactions involving overseas payments, Same Day Cleared Payments and/or ANZ Trust Management maintenance requests will be processed 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.

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 won't 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 software provider, 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). Our disclaimer of liability in this clause won't apply where the loss arose out of our negligence, fraud or wilful misconduct, provided that we won't be liable for any indirect or consequential loss. If you're a consumer, your rights under the Consumer Guarantees Act 1993 apply.

## 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:

ANZ Direct Online can operate independently from the authority under your Signing Authority. As a result, there may be some differences in the way Transactions are authorised in ANZ Direct Online.

### Appointing Authorisers

- Authorisers that can transact on your accounts in ANZ Direct Online must also be authorised signatories with authority to transact on your Accounts under your Signing Authority.
- Please remember to check and update your Authorisers and your Signing Authority from time to time, as set out under 'Your Obligations' above. New signatories on your accounts will not automatically become authorisers on your ANZ Direct Online site.



- If your Authorisers are able to transact on your accounts in ANZ Direct Online:
  - but are not also authorised signatories with authority to transact on those accounts under your Signing Authority, or
  - if they have different authority under your Signing Authority to the authority they have to transact in ANZ Direct Online (such as joint authority under your Signing Authority, but the ability to act severally in ANZ Direct Online),
- you confirm that by appointing an individual as an Authoriser for ANZ Direct Online, that individual has:
  - authority to transact and instruct us on your behalf in ANZ Direct Online; and
  - you agree that we can act on any instructions we receive from them that are consistent with these Conditions of Use, even if they are inconsistent with your Signing Authority; and
  - you're responsible for any Transactions or instructions that we reasonably believe they have made that are consistent with these Conditions of Use.
- You confirm you understand and agree that Authorisers that have 'view only' access in ANZ Direct Online will be able to view and download transactional information for your Accounts.

#### **Authorising Transactions in ANZ Direct Online**

You confirm you understand and agree that:

- Transactions can only be authorised by a maximum of two Authorisers in ANZ Direct Online. This applies even if your Signing Authority states more than two Authorisers must approve a Transaction.
- If you specify an Authoriser has 'joint' or 'several' authority for ANZ Direct Online, they will have that authority for every Transaction in ANZ Direct Online, across all Accounts they are authorised to act on. ANZ Direct Online cannot enable an Authoriser to act with joint authority for some Transactions or Accounts, and with several authority for others.
- ANZ Direct Online cannot enable specific combinations of Authorisers to approve Transactions. If a Transaction requires joint authority to be approved in ANZ Direct Online, any two Authorisers who have joint authority for the selected account will be able to approve that Transaction. ANZ Direct Online cannot distinguish where a specific combination of Authorisers is required for some Transactions or Accounts, unless they are the only people authorised to transact on a particular Account.
- Any Authoriser with authority for the selected Account will be able to instruct ANZ on that account via a 'secure mail' message request in ANZ Direct Online; and any Authoriser can instruct ANZ via a 'secure mail' message request in ANZ Direct Online if that request does not relate to transacting on an Account or product, or if it is a free format 'secure mail' message.

#### **Removal of Authoriser's access to Accounts**

We may at any time without prior notice, remove any Authoriser from having access to Accounts in ANZ Direct Online, if that Authoriser has not used ANZ Direct Online for at least 18 months.

#### **Accessing and using the ANZ Direct Auth App**

An Authoriser can access the ANZ Direct Auth app by downloading it from the App Store (for iOS) or Google Play (for Android) to a Mobile Device that is enabled for cellular or wireless internet connection. The ANZ Direct Auth app can only be used on one Mobile Device per licence (e.g. it cannot be installed and synced on both a mobile phone and tablet).

Before an Authoriser can use the ANZ Direct Auth app the Authoriser must register for the App by:

- logging onto the ANZ Direct Online website and activating the App;
- setting up a PIN on the App. If the Authoriser's Mobile Device has the required biometric identification capability, he/she can use a Biometric Identifier to access the App by enabling the Biometric Identifier capability in the App;
- scanning the QR code that is produced by the ANZ Direct Online website onto the Mobile Device that the App is downloaded to; and
- entering the confirmation code that is produced by the App into the ANZ Direct Online website.

You must ensure that:

- (i) in each case receipt of the PIN for a physical Authorisation Device is acknowledged by the relevant Authorisers on the form provided by us;
- (ii) the Authorisation Devices are only used by your Authorisers for the purpose of authorising your Transactions and in accordance with these Conditions of Use and with any instructions within Online Help;
- (iii) each payment instruction or batch of instructions is authorised by an Authoriser in accordance with the instructions in Online Help;
- (iv) we are advised promptly of any loss or unauthorised use of an Authorisation Device or PIN or unauthorised use of ANZ Direct Online; and
- (v) if an Authoriser passes on a physical Authorisation Device to another Authoriser, the PIN must be reset before it is available to be used by the second Authoriser. Authorisation Devices can only be reassigned if they are under 7 years of age.

We may 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.

For physical Authorisation Devices, we'll 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.

### Re-releasing payments due to insufficient funds

Where a payment Transaction hasn't 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 AUTHORITY

### Customer Instruction Authority

For the purpose of this clause:

'Customer Instruction' means each instruction (including each payment instruction sent by your Authoriser or other instruction from a 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.

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 in ANZ Direct Online or by email, facsimile, post, delivery, telephone or any other method agreed by us, you acknowledge and agree that:

- (1) you will comply with any security procedures or measures for use with any Customer Instruction agreed between you and us;
- (2) no Customer Instruction is operative until we accept it and it appears to us that it has been received in full by us;
- (3) you'll check your Authorisers on a regular basis and update them, as set out in 'Your Obligations' above;
- (4) providing a Customer Instruction by email, facsimile, post, delivery or telephone isn't a secure means of sending such an instruction or notice;
- (5) you're 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;

- (6) 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:
  - (a) making any enquiries as to the authority or identity of the person giving or purporting to give such notice or instruction; and/or
  - (b) 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
- (7) we're 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 hasn't 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 where applicable, or on a day that isn't a Business Day, (for Transactions involving Same Day Cleared Payments, overseas payments and ANZ Trust Management maintenance requests involving a payment request for example), we will take it as received on the following day, (or the following Business Day, in the case of Same Day Cleared Payments, overseas payments and ANZ Trust Management maintenance requests involving a payment request). See 'Our Obligations' above for more information on our payment processing times.



## 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, and direct damages, losses (including loss of profit), costs and expenses (legal or otherwise); and
  - (ii) any direct or indirect taxes,
- ((i) and (ii) together, a "Loss"), reasonably arising in connection with us accepting, acting or relying on any Customer Instruction, except where any such Loss arises as a result of our negligence, fraud or wilful default. You agree that this indemnity is unconditional, irrevocable and will survive termination of all dealings between you and us.

## THIRD PARTY AUTHORISATION

### Acceptance of Conditions of Use

By including your Accounts on another entity's ANZ Direct Online site, you confirm that you accept and agree to be bound by these Conditions of Use and the ANZ Privacy Statement (available at [anz.co.nz/privacy](http://anz.co.nz/privacy)) in addition to any other terms and conditions that apply.

### Site Owner, Authoriser and Account Owner Representations and Warranties

Where an ANZ Direct Online site includes Accounts that are owned by an Account Owner that is not the Site Owner, each of the Site Owner and the Account Owner represents and warrants to, and agrees with ANZ that:

- (i) the Account Owner has appointed the Site Owner and any Authoriser authorised to transact over its accounts/products as its agent with respect to ANZ Direct Online, and the Site Owner and/or such Authorisers have the authority to act as the agent of the Account Owner, including whether the Site Owner/Authorisers have 'view only' or 'transact' authority for the Account Owner's Accounts;
- (ii) the Account Owner has authorised the Site Owner and/or any Authorisers authorised to transact over its accounts/products to act or omit to act in any way the Account Owner itself could act or omit to act with respect to ANZ Direct Online in accordance with the authority the Site Owner and the Authorisers have in ANZ Direct Online, depending on whether the Site Owner and/or the relevant Authorisers have 'view only' or 'transact' authority for the Account Owner's Accounts in ANZ Direct Online, and including, without limitation, in relation to the following:
  - (a) the receipt of or access to any information relating to ANZ Direct Online, or any related services;
  - (b) where an Authoriser is able to transact, the operation of an Account, including the issuing of any instructions to ANZ in respect of any Accounts,
  - (c) issuing any instructions via 'secure mail' request where the Authoriser has 'transact' authority;
  - (d) any Authoriser instructing us via a 'secure mail' request in ANZ Direct Online if the request does not relate to transacting on an account or product, or if it is a free format 'secure mail' message;

- (e) the agreement to any supplement to, or amendment, restatement or variation of, the terms on which ANZ Direct Online is provided, including, without limitation, the addition or removal of any services;
  - (f) the execution of any document and performance of any act required to give effect to, or implement any of the above matters, and the Account Owner will be bound by all such acts and omissions whatsoever that the Site Owner or any Authoriser authorised to transact over its accounts/products shall do or cause to be done or omit to do or cause to be omitted to be done;
- (iii) either the Account Owner; or within ANZ Direct Online, any Authoriser with transact authority over an account can approve changes to the Authorisers over that account from time to time, in accordance with the Signing Authority for that account; must notify us in writing of any changes to the appointment of an agent for ANZ Direct Online, including the termination of the appointment of an agent, and ANZ is authorised to deal with the Site Owner and/or the Authorisers authorised to transact over its accounts/products as the agent of the Account Owner until and unless it receives written notice from the Account Owner that the Site Owner and/or such Authorisers are no longer authorised to act as the agent of the Account Owner (unless ANZ agreed otherwise) and any such termination of authority shall not affect any prior acts or omissions of the Site Owner or any such Authoriser being binding on the Account Owner;
  - (iv) the Account Owner, the Authorisers and the Site Owner have obtained all necessary consents and taken all necessary action or steps to ensure that the arrangements contemplated above are carried out with due authority and in accordance with applicable contractual or legal requirements; and
  - (v) the Site Owner and/or any Authorisers authorised to transact over an accounts/products, is authorised to select whether to charge Transaction related-fees to the Account Owner's Account(s) in ANZ Direct Online in accordance with these Conditions of Use and the ANZ Fees and Charges brochure, and to select the Nominated Account for the ANZ Direct Online Fees and Charges in respect of those Accounts.

### ANZ may deal with Site Owner in its discretion

ANZ shall not be obliged to deal with the Account Owner but may elect to do so in its absolute discretion and subject to such conditions, limitations or restrictions as ANZ may from time to time impose. In the event of any dispute arising out of or in connection with these Conditions of Use, (including, without limitation, as a result of any act or omission by the Site Owner), ANZ may in its discretion shall deal with the Account Owner or the Site Owner.

## Authorisers

The Account Owner acknowledges and agrees that:

- (a) it understands and accepts that each Authoriser is authorised by the Account Owner to give instructions, perform any acts or obligations with respect to ANZ Direct Online for and on behalf of the Account Owner and bind the Account Owner, in accordance with the account authority the Site Owner has in ANZ Direct Online, and including in relation to any Transaction on its Accounts with respect to ANZ Direct Online, and also including sending instructions to ANZ via 'secure mail' message where the Site Owner has 'transact' access to its Accounts, including any Authoriser instructing us via a 'secure mail' request in ANZ Direct Online if the request does not relate to transacting on an account or product, or if it is a free format 'secure mail' message;
- (b) the Account Owner is responsible to ANZ for all instructions signed, initiated, sent or given by an Authoriser on its Accounts, and all acts of an Authoriser (including fees, charges and liabilities incurred or to be incurred or arising from such Instructions or acts);
- (c) ANZ may rely on any instruction or agreement signed, initiated, sent or given by an Authoriser which purports or appears to be genuine and to have been signed, initiated, sent or given by an Authoriser by whom it purports to be signed, initiated, sent or given, notwithstanding that the Account Owner subsequently alleges that such instruction or agreement is not authorised by the Account Owner;
- (d) within ANZ Direct Online, any Authoriser with transact authority over an account can approve changes to the Authorisers over that account from time to time, in accordance with the Signing Authority for that account. Each Account Owner agrees it will ensure that all Authorisers that are authorised to transact on its Accounts in ANZ Direct Online are also authorised to transact on them under its Signing Authority (including whether they can act with joint or several authority);
- (e) that ANZ Direct Online can operate independently from the authority under the Account Owner's Signing Authority, as further set out in 'Authorisation Procedures' above. As a result, there may be some differences in the way Transactions are authorised in ANZ Direct Online. Where an Authoriser is not on the Account Owner's Signing Authority, the Account Owner agrees that it agrees to be bound by the acts and omissions of that Authoriser, in accordance with these Conditions of Use; and
- (f) each Authoriser will continue to be authorised until such time as ANZ receives written notice to the contrary from either the Account Owner, or an Authoriser with transact authority over the account, in accordance with the Signing Authority for that account, and until receipt of such notification, ANZ will be entitled to rely on, and will be fully protected in acting on, the information relating to the Authorisers previously provided to it.

## Account Owner's Signing Authority to be Updated

Both the Site Owner and each Account Owner agree that they are responsible for ensuring all Authorisers that are authorised to transact on an Account Owner's Accounts in ANZ Direct Online are also authorised to transact on them under the Account Owner's Signing Authority, including whether they can act with joint or several authority, and for ensuring that each Account Owner updates its Signing Authority, where necessary, to ensure this requirement is met. The Site Owner and each Account Owner agree to check the Authorisers on a regular basis to ensure this requirement is satisfied.

If you are an Account Owner and you would like to check whether a Site Owner or your Authorisers have 'view only' or 'transact' authority on your accounts, or who is able to authorise Transactions on your Accounts in ANZ Direct Online, please contact any ANZ branch or call the Direct Online helpdesk on 0800 269 347.

## Account Owner's Personal Information

The Account Owner confirms it consents to the Site Owner (including the Site Owner's Users) viewing its Account information and its personal information in connection with the appointment of the Site Owner as the Account Owner's agent for ANZ Direct Online, and dealing with it as required.

The Site Owner agrees to initiate appropriate internal controls to minimise the risks of fraud.

## ANZ's Liability

Each of the Site Owner and the Account Owner agree:

- (i) that ANZ has no liability to them or to anyone else for any loss or breach, including any breach of privacy, arising as a result of the appointment of the Site Owner and/or any Authoriser as the Account Owner's agent for ANZ Direct Online, the Site Owner or Authoriser's acts or omissions in that capacity, and the inclusion of the Account Owner's Accounts on the Site Owner's ANZ Direct Online site, except where such loss arises as a result of ANZ's negligence, fraud or wilful default; and
- (ii) to indemnify ANZ for any direct damage, loss or cost (including legal costs) expenses or liabilities suffered by ANZ, or any claim or proceeding brought against ANZ, arising from or relating to the appointment of the Site Owner and/or any Authoriser as the Account Owner's agent for ANZ Direct Online, the Site Owner and or any Authoriser's acts or omissions in that capacity, and the inclusion of the Account Owner's Accounts on the Site Owner's ANZ Direct Online site, except where it arose from ANZ's negligence, fraud or wilful misconduct. ANZ will act reasonably when exercising its rights under 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'll 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.

The Consumer Guarantees Act 1993 will apply if you're a consumer. If your payment instructions are given for business purposes, to the extent allowed by law, the provisions of the Consumer Guarantees Act 1993 won't 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 where such refusal or omission is due to causes beyond our control, including suspected fraud; or

- (b) late payments or omission to follow your payment instructions where such delay or omission is due to causes beyond our control, including suspected fraud; or the accuracy of information you provide when setting up a payment, including account numbers; or
- (c) payments made in accordance with the Authorisation Procedures.

The limitation of liability in this clause does not apply to ANZ's gross negligence, fraud or wilful default.

You're solely responsible for making arrangements in relation to any payment if any payment isn't 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
- (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, in any case where we may suspect fraud.

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.

## REPORTS & INTEREST ACCRUALS

This section summarises how certain reports available within ANZ Direct Online show Transactions and interest accruals including over non-Business Days.

The Real Time Balances and Transactions screen, available via accounts on the ANZ Direct Online homepage, displays the Transaction Date for Transactions. This information is generated every day of the year, including on weekends and public holidays.

365 Reports show both the Transaction Date and the Value Date.

## INTEREST ACCURAL

The following three reports in ANZ Direct Online provide information on interest accrual:

- Profiles Account Information report
- Trust Management Daily
- Trust Management Monthly

These reports will project interest over non-Business Days (e.g. using Friday's end of day balance) and assume no Transactions will take place on those non-Business Days. For accounts that have Transactions on non-Business Days, an interest adjustment will take place early in the morning on the next Business Day and will be included in the batch run in the evening that same Business Day for ANZ Direct Online. The reports won't reflect the interest adjustment - only the projected interest from the previous Business Day.

Where a Profiles report is produced which includes a Friday or a Business Day before one or more non-Business Days, the interest accrual will include projected interest for the non-Business Days which follow the previous Business Day, and will assume that the balance of the account hasn't changed over those days.

The interest accrual will be updated on the next Business Day based on actual balances on those non-Business Days and will be correctly displayed in reports produced for subsequent days.

Where:

- a Daily Trust Management report is produced for a Friday, or any Business Day before a non-Business Day, or
- a Monthly Trust Management report is produced for a month that ends on a non-Business Day,

the interest accrual for any account included in that report may not be correctly displayed.

The interest accrual will include projected interest for the non-Business Days which follow the day for which the daily report is produced or, in the case of a monthly report, the non-Business Day(s) after the last Business Day of the month, based on the assumption that the balance of the account hasn't change over those days.

The interest accrual will be updated on the next Business Day (based on actual balances on those non-Business Days) and will correctly be displayed in reports produced for subsequent days or months.

## REPORTS NOT UPDATED RETROSPECTIVELY

Reports within ANZ Direct Online are not updated retrospectively. For example, if a Transaction is processed over a weekend, and interest is accrued, a report will not include that information for the non-Business Days. Monday's balance will reflect the interest accrued, however reports for any period including those non-Business Days will not show the interest accrual.

## CHANGES TO & WITHDRAWAL OF ANZ DIRECT ONLINE SERVICES

We may at any time, with reasonable advance notice, withdraw your access to all or any part of ANZ Direct Online.

We may suspend or withdraw your access to all or any part of the 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 Form; 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've acted fraudulently;
- you've not used ANZ Direct Online for at least 18 months; or
- we consider we have other reasonable grounds to do so, including suspected fraud.

We will, to the extent permitted by law, advise you as soon as practicable if we suspend or withdraw your access to some or all of ANZ Direct Online under this clause.

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 reasonably required to protect your or our interests.

We will act fairly and reasonably towards you when exercising our rights under this clause 'Changes to and Withdrawal of ANZ Direct Online Services'.

You may at any time cancel your ANZ Direct Online, or the ANZ Direct Auth app service, by contacting any ANZ branch or by contacting your ANZ representative.

## 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; or
- (b) release you from any liability arising from any breach of these Conditions of Use or the Application Form, or any other terms and conditions that apply, which occurred prior to termination.

## USE OF INFORMATION AND DATA

You agree we can collect, use, and disclose information about you as set out in the ANZ Privacy Statement available at [anz.co.nz/privacy](http://anz.co.nz/privacy) and in our ANZ General Terms and Conditions.

You also agree we may collect and store your IP address to identify your computer and Mobile Device when using our ANZ Direct Online services and to help us detect and prevent fraud.

We use a third party online security service based offshore to help protect your security when using ANZ Direct Online. That third party collects and analyses information from your browser session, including your IP address, session identifier, web-browser type, HTTP headers, and malicious software data, to help detect security threats. Generally, the third party doesn't collect personal information, but if they do, they must keep the information confidential and they must delete all information collected within 24 hours, unless they detect a security threat. If a threat is detected, information may be transferred to a third party in the United States to help us manage that security threat.

Despite our security practices above, you agree you have obligations to keep your banking safe and secure as set out in the sections 'Use of ANZ Direct Online' and 'Your Obligations'.

We also need your permission to access information from your Mobile Device if you use the ANZ Direct Auth app, including:

- Scan QR code — accesses your camera to read QR codes you scan when you register for the App.
- Data security — accesses your Mobile Device's unique device identifier to help ensure the App data on your Mobile Device is secure (Android only).

If you don't give these permissions, you won't be able to download or use the App.

Google Play controls when you're asked for these permissions on Android Mobile Devices. Depending on your operating system, you'll either be asked to accept the permissions before downloading the ANZ Direct Auth app, or when you first use the specific features in the app.

Apple controls when you're asked for these permissions on Apple Mobile Devices. Under the Apple settings, you must agree to accept these permissions and give us access to the information the first time that you use the specific features in the ANZ Direct Auth app.

As Google Play and Apple control how the permissions appear on your Mobile Device, the permissions may appear broader than we access through the ANZ Direct Auth app. For example, for some Android Mobile Devices, you're asked to 'Allow Direct Auth to make and manage phone calls'; but we only access your unique device identifier and don't make or manage phone calls.

By using the App's features in the App, you agree we can access information on your Mobile Device, but we can't access your information and content outside your Mobile Device.

## 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, except as a result of its negligence, fraud or wilful default; 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, except as a result of its negligence, fraud or wilful default.

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

### Third party information

You acknowledge that in using ANZ Direct Online, you may receive information relating to third parties, such as your customers. You shall use reasonable endeavours to obtain an express authorisation from such third parties for us to disclose to you any personal information related to them, or information relating to their Accounts, as may be required to provide you with any of the ANZ Direct Online services.

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 CONDITIONS OF USE

We may at any time modify, add to or delete these Conditions of Use and the ANZ Direct Online fees and charges if it's reasonably necessary to protect our legitimate interests; where changes are required for security reasons (including identifying and preventing fraud or suspected fraud); where we reasonably consider you will benefit from the change; if the change is administrative or minor, or corrects a mistake or omission; if the change is required to reflect changes or improvements to our business or systems, products or services; or where changes are required to reflect changes in legal requirements, market practice or industry requirements.

We will give you 30 days' notice of such changes, except for changes:

- for reasons outside of our control (for example changes required to comply with law, codes of practice, regulator's requirements or guidance or decisions of courts or other dispute resolution processes);
- to interest rates and other variations that are subject to market fluctuations and may be varied at any time; and
- that are required by law to take immediate effect, in which case they will take effect immediately.

We will act fairly and reasonably towards you when exercising our rights under this clause 'Changes to ANZ Direct Online Conditions of Use'.

## NOTICES

If any laws require us to give you any information in writing, you agree we can send you this information electronically. We'll either use an email address or mobile number you've given us for this purpose or we'll include the information in ANZ Direct Online, or another website you can access.

We may need to give you information about ANZ Direct Online, including notifying you of amendments to these Conditions of Use or the ANZ Direct Online services. You agree we can choose how we give you that information including by:

- Giving you a letter or notice.
- Writing to you, calling you, or sending you an email or text message, using the contact details you've given us.
- Including the information online, such as in ANZ Direct Online,
- Publishing a public notice or displaying the information in ANZ branches or on our website if we need to give a number of customers the same information.

## FEES AND CHARGES

Use of ANZ Direct Online will incur the ANZ Direct Online fees and charges as explained in the Application and the ANZ Fees and Charges brochure. 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. You can also view our ANZ Fees and Charges brochure at [anz.co.nz](http://anz.co.nz) or by asking at any ANZ branch.

ANZ Direct Online is also subject to all conditions, fees and charges applying to specific bank transactions and/or services accessible through ANZ Direct Online, at the time of the Transaction or provision of the relevant service, except where an exemption or a fee reduction applies. Please see the ANZ Fees and Charges brochure, available at [anz.co.nz](http://anz.co.nz) or from any ANZ branch, for a full list of ANZ's fees and charges.

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. If you are eligible for discounted ANZ fees and charges, you will need to inform your ANZ Relationship Manager, or the ANZ Direct Online helpdesk (Direct Online Support) by calling 0800 269 347, that a fee discount or waiver is to be applied to ANZ Direct Online.

## 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 don't constitute deposits or other liabilities of ANZ and ANZ isn't 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.



## New Zealand Products and Services

The information contained in ANZ Direct Online has been prepared under New Zealand law for the supply of products and services in New Zealand only.

## 2. SAME DAY CLEARED PAYMENTS TERMS AND CONDITIONS

These SCP Terms and Conditions apply whenever you make or send a payment instruction via the same day cleared payment service ('SCP') in ANZ Direct Online. These SCP Conditions of Use are in addition to and are without prejudice to any other terms of use to which you are subject when using SCP, including the preceding Conditions of Use. In the event of any conflict these SCP Conditions of Use will apply. If there is a conflict between the Terms and Conditions in Part A below and those in Part B, the Terms and Conditions in Part A will prevail to the extent of that conflict.

### PART A

- 1. Payment Instructions:** You may make or send a payment instruction by way of any of the payment options for the time being agreed between us during operating hours.
- 2. Payment instructions to be accurate, complete and unconditional:** You must ensure that all the information included or to be included in a payment instruction is complete, accurate and correct. You must not make or send a payment instruction that is subject to any condition. We will not act on that condition.
- 3. Correct account number to be advised:** SCP only recognises the account number you specify in your payment instruction and it is to that account to which your payment will be credited. If you specify an incorrect account number, the payment you wish to send via SCP may be credited to the account of the wrong person and you may suffer loss as a result. You accept that we are under no obligation, nor is any receiving bank under any obligation to validate the account number with other information you may advise such as the beneficiary's name.
- 4. You cannot stop or reverse a payment:** Once a payment instruction has been accepted by us you cannot withdraw, cancel or amend it.
- 5. You can request that your beneficiary be notified of the payment:** If you ask, we will request the receiving bank to attempt to notify the beneficiary of your payment of the receipt of that payment to the beneficiary's account. We are not responsible (unless there is any gross negligence, wilful misconduct or fraud on our part) nor is the receiving bank responsible for any failure to give that notification to the beneficiary.
- 6. Payment to be made on the same day during normal operations of the payment system:** 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. Our responsibilities if we make a mistake:** If due to a mistake on our part we fail to act on a payment instruction received from you or we do not follow your payment instructions or we accidentally duplicate a payment instruction 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 paid in connection with that payment instruction.
- 8. The scope of our liability:** 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 consequential, indirect, or special damages or losses (including but not limited to loss of profit or loss of business opportunity) suffered or incurred by you, as a result of our acting or failing to act correctly or at all in relation to a payment instruction or a payment made or to be made through SCP, even if we are advised of or become aware of the possibility that such damage or loss has or may occur.
  - any act or failure to act correctly or at all in relation to a payment instruction or a payment made or to be made through SCP if that act or failure to act correctly or at all, is due to any failure in the SCP systems or for any reason that is beyond our reasonable control.
- 9. Receiving bank to have benefit of these Terms and Conditions:** You acknowledge and agree that the benefits conferred on us by these SCP Terms and Conditions (including those things that you agree to be responsible for or which you agree we shall not be responsible or liable for) are also benefits which are conferred on and which may be relied on by the receiving bank.
- 10. Terms Defined:** In these Terms and Conditions, words that are in bold type have special meanings:
  - "**accepted**" means in relation to a payment instruction received by us, the time when we release that payment instruction through the SCP service;
  - "**operating hours**" means the hours of operation of the SCP service as advised by us, from time to time;
  - "**payment instruction**" is the form of instruction advised to us, by you by which you may effect payment instructions by use of the SCP service;
  - "**receiving bank**" means the bank which maintains the account to which a SCP payment is to be made pursuant to your payment instruction;
  - "**SCP systems**" includes all communication and processing facilities or systems which are used in the course of a SCP payment cycle.When we refer to "**you**" we are referring to the person or the person(s) on whose behalf these SCP Terms and Conditions are signed.  
When we refer to "**we**", "**us**" or "**our**" we are referring to ANZ Bank New Zealand Limited.

In addition to the Terms and Conditions in Part A, where you make or send a payment instruction via SCP through us as the initiating bank, the following Terms and Conditions in Part B will also apply.

## PART B

1. You may make a SCP payment instruction by providing us with a correctly completed application form in the manner and by the method we allow (as notified to you from time to time).
2. We may act on any payment instruction that is, or purports to be, given by or on behalf of you and (where applicable) your password or code or a facsimile bearing a signature appearing to be that of an authorised signatory to your account is given to us.
3. Any payment instruction received by us before 4 pm on a business day will normally be processed that business day. Payment instructions received after 4 pm will normally be processed the next business day.
4. You agree that we will not be liable for, and you will not make any claim against us arising out of:
  - (a) the validity or invalidity of any payment instruction we receive from you or that appears to be from you;
  - (b) us not acting upon a payment instruction, or part of a payment instruction, which we reasonably consider illegible or 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;
  - (c) your failure to comply with any relevant terms for giving a payment instruction.
5. You agree to indemnify us and to keep us indemnified for any direct damage, loss or cost (including legal costs) suffered by us on a full indemnity basis, or any claim or proceeding brought against us, arising out of us having acted or omitted to act wholly or partly in accordance with a payment instruction from you or purporting to be from you, provided that action or omission is not caused by our negligence, willful misconduct or fraud.
6. In relation to any password or code we issue you, you (and any authorised signatories to your accounts) agree:
  - (a) to keep them confidential;
  - (b) not to record them in any form;
  - (c) not to disclose them to any person except to us for the purpose of telephone or electronically generated instructions (and then only in accordance with the specific terms we impose for instructions generated through those means); and
  - (d) to notify us immediately if you know or suspect that an unauthorised party is aware of your password or code.
7. As a condition of us allowing you to use SCP you agree to:
  - (a) pay the fees and charges for SCP as notified to you from time to time by allowing us to debit any of your accounts with us;
  - (b) not use, or allow SCP to be used, for any illegal purpose;
  - (c) to check your accounts 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 payment being made or received;
  - (d) ensure you always have sufficient funds in your nominated account or adequate credit arrangements in place with us to cover a SCP payment, otherwise we may refuse to accept a payment instruction.
8. We may vary, change, suspend or withdraw the SCP service and/or these SCP Terms and Conditions at any time. We will give you 14 days' notice before we do so unless circumstances beyond our reasonable control do not enable us to do this or clause 9 below applies. We will advise you in one of three ways:
  - (a) by direct communication with you;
  - (b) by advice on display at one of our branches; or
  - (c) by public notice, including on our website;
9. We can suspend or terminate your access to SCP at any time without prior notice, if any of the following occurs:
  - (a) you materially breach these SCP Terms and Conditions;
  - (b) you are declared bankrupt or have a receiver and/or liquidator appointed in respect of you or we consider it is likely that any of these events may occur; or
  - (c) we consider that we have other reasonable grounds to do so (in which case we will make reasonable efforts to advise you of the reasons for the suspension or termination).
10. The provisions of the Consumer Guarantees Act 1993 will not apply to our supply or operation or your use of SCP or any services associated with it, where you are acquiring those services for the purposes of a business or you have held yourself out as acquiring those services for the purposes of a business.
11. New Zealand law governs and New Zealand courts have non-exclusive jurisdiction.
12. New Zealand time and dates apply and any amounts in a payment instruction will be in New Zealand dollars.

### 3. ANZ DIRECT MOBILE AND ANZ DIRECT AUTH APP

These Conditions of Use apply, in addition to the preceding Conditions of Use, when you're accessing ANZ Direct Mobile or the ANZ Direct Auth app.

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 or the ANZ Direct Auth app. ANZ isn't responsible for any Data Charges incurred by you or your Administrators, Users and Authorisers in connection with the use of ANZ Direct Mobile or the ANZ Direct Auth app. 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 and the ANZ Direct Auth app's performance will vary depending on your Mobile Device and the network coverage, and the browser and operating system on your Mobile Device, and the 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 or the ANZ Direct Auth app caused by a third party (including without limitation an internet and/or telecommunications service provider or the provider of the browser on your Mobile Device).
4. You'll ensure that you and your Administrators, Users and Authorisers (as applicable):
  - don't leave a Mobile Device unattended and left logged into ANZ Direct Mobile or the ANZ Direct Auth app;
  - lock a Mobile Device with access to ANZ Direct Mobile or the ANZ Direct Auth app or take other steps necessary to stop unauthorised use of ANZ Direct Mobile and the ANZ Direct Auth app;
  - immediately notify ANZ upon becoming aware or suspecting that a Mobile Device with access to ANZ Direct Mobile or the ANZ Direct Auth app 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 or the ANZ Direct Auth app 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 (for example jailbreak a Mobile Device);
  - don't do anything fraudulent or malicious to the ANZ Direct Auth app application or software (for example, don't copy, modify, adversely affect, reverse engineer, hack into or insert malicious codes into the ANZ Direct Auth app's application or software);
  - immediately cease using and report to us if the ANZ Direct Auth app appears to be faulty, damaged, misused or compromised;
  - regularly update the operating system and browser on their Mobile Device; and
  - have anti-virus software installed on their Mobile Device that is regularly updated.
5. In addition to the liability provisions set out in these Conditions of Use, ANZ isn't liable for any loss that you may suffer as a result of:
    - you being unable to use ANZ Direct Mobile or the ANZ Direct Auth app; or
    - any unauthorised person accessing and using ANZ Direct Mobile or the ANZ Direct Auth app on any Mobile Device, unless such loss is a result of our negligence, fraud or wilful default.
  6. You're given a non-transferable licence to use ANZ Direct Mobile on your Mobile Device in accordance with these Conditions of Use.

#### **How the Apple Inc. software licence applies to your use of the ANZ Direct Auth app (for iPhone users)**

If you're using the ANZ Direct Auth app with an iPhone or iOS Mobile Device, you acknowledge that these conditions are between us and you, and not Apple Inc. You're given a non-transferable licence to use the ANZ Direct Auth app on your Mobile Device in accordance with these conditions and the Apple Usage Rules in the Apple Store Terms of Service. Subject to these conditions, we're solely responsible for the App, and Apple Inc isn't responsible for the App in any way. To the maximum extent permitted by law, Apple Inc. has no warranty obligations whatsoever with respect to the App. You agree that we, and not Apple Inc, are responsible for:

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

You warrant that you aren't located in a country that is subject to a US Government embargo or is designated by the US Government as a 'terrorist supporting' country, and you aren't listed on any US Government list of prohibited or restricted parties. You must comply with all third party service providers' terms of use (for example, software providers and network service providers) when using the App.

You agree that Apple Inc. and its subsidiaries are third party beneficiaries of these conditions and that Apple Inc. has the right to (and will be deemed to have accepted the right) to enforce these conditions against you as a third party beneficiary.

iPhone is a trademark of Apple Inc., registered in the U.S. and other countries. The App Store is a service mark of Apple Inc.

**How the Google Inc. software licence applies to your use of the ANZ Direct Auth app (for Android users)**

You acknowledge that these conditions are between us and you, and not Google Inc. You're given a non-transferable licence to use the ANZ Direct Auth app on your Mobile Device in accordance with these conditions, subject to the terms of service and policies applicable to your use of Google Play. You warrant that you aren't located in a country that is subject to a US Government embargo or is designated by the US Government as a 'terrorist supporting' country, and you aren't listed on any US Government list of prohibited or restricted parties. You must comply with all third party service providers' terms of use (for example, software providers and network service providers) when using the App.

Android and Google Play are registered trademarks of Google Inc.



