

**ANZ DIGITAL KEY
TERMS AND CONDITIONS
AND LICENCE AGREEMENT**

FEBRUARY 2018



1. INTRODUCTION

ANZ Digital Key is an application by which a transaction request or non-financial action on an ANZ Electronic Banking Channel (being means any internet/ online channel by ANZ or a third party which enables you to access account(s), use certain services and/or give instructions (“**Action**”)) can be authenticated.

These ANZ Digital Key Terms and Conditions and Licence Agreement (“**Terms**”) form a legal contract between you, the **ANZ Customer** (as defined below and Australia and New Zealand Banking Group Limited (“**ANZ**”) in relation to your use of ANZ Digital Key.

“ANZ Customer” shall mean the legal entity agreed and accepted by ANZ to access and use the particular ANZ Electronic Banking Channel, and which you are duly authorised to represent.

These Terms should be read in conjunction with the ANZ Electronic Banking Channel terms and conditions that govern you and the ANZ Customer’s use of the ANZ Electronic Banking Channel.

You represent and warrant that you have authority to bind the ANZ Customer, and on behalf of you and the ANZ Customer, agree to these Terms. You, on behalf of yourself and the ANZ Customer, agree to receive these Terms and any amendment to them electronically via the Apple App Store, Google Play, mobile device, email, sms or the ANZ Electronic Banking Channel, as well as during the registration process for ANZ Digital Key in the ANZ Electronic Banking Channel.

These Terms are binding on both you and the ANZ Customer. All liability under these Terms is joint and several.

2. ELIGIBILITY

To use ANZ Digital Key you must:

- be duly authorised by the ANZ Customer to use the Electronic Banking Channel and perform the specific actions on such;
- download the ANZ Digital Key App from the Apple App Store or Google Play to an eligible device that is enabled for cellular or wireless internet connection as set out at <http://www.anz.com/corporate/products-services/online-security/device-user-guide/> (“**Mobile Device**”).

ANZ Digital Key can only be used on one Mobile Device per individual (eg. ANZ Digital Key cannot be installed and synced on both a mobile phone and a tablet).

3. FUNCTIONALITY

Before you can use ANZ Digital Key, you must follow and complete the entire registration process in the ANZ Electronic Banking Channel. ANZ Digital Key may not properly operate if you do not do so.

If you are required to authenticate an Action by the ANZ Electronic Banking Channel and you do not authenticate the Action or are unable to access ANZ Digital Key to authenticate the Action, ANZ may not process the Action.

In this instance, you can call ANZ on the phone numbers set out on <http://www.anz.com/auxiliary/global-digital-services/> to request assistance.

4. PASSWORD AND PIN

You will be issued with an SMS containing a password to activate ANZ Digital Key. You must not disclose these details to anyone and keep them secure.

When you log onto ANZ Digital Key for the first time, you will be prompted to set up a 6 digit PIN.

You agree that you will not:

- disclose this PIN to any other person (including the ANZ Customer); or
- allow any other person to see you entering your PIN; or
- record your PIN in writing, especially in a manner that is kept with the Mobile Device or is liable to theft at the same time as the Mobile Device (unless you make a reasonable attempt to protect the security of the PIN); or
- act with extreme carelessness in failing to protect your PIN .

ANZ may suspend any PIN at any time.



WARNING:

You must not use your birth date or an alphabetical code which is a recognisable part of your name as a PIN, or select sequential numbers, for example, ‘12345’ or where all numbers are the same, for example, ‘11111’. If you do, you may be liable for any loss suffered from an unauthorised Action.

The ANZ Customer must ensure that all users of ANZ Digital Key strictly comply with these Terms.

5. BIOMETRIC AUTHENTICATION

Should you have an eligible Mobile Device, you may elect to enable biometric authentication to log on to ANZ Digital Key using a biometric identifier registered on your Mobile Device. A biometric identifier includes a fingerprint, facial data and any other means by which a Mobile Device manufacturer allows a user to authenticate their identity for the purposes of unlocking their Mobile Device (“**Biometric Identifier**”). ANZ does not collect or store this Biometric Identifier, it is stored on the user’s Mobile Device.



IMPORTANT:

If you enable or use a Biometric Identifier to access ANZ Digital Key, you must ensure that your Biometric Identifier is the only Biometric Identifier stored on the Mobile Devices you use to access ANZ Digital Key. However if another person has stored their Biometric Identifier on the Mobile Device you use to access ANZ Digital Key in breach of these terms and conditions, you acknowledge that they will be able to authenticate Actions on ANZ Digital Key and these Actions will be treated as having been authenticated by you and conducted with your knowledge and consent for the purposes of the terms and conditions that govern you and the ANZ Customer’s use of the ANZ Electronic Banking Channel.

6. YOUR OBLIGATIONS

You agree you will:

- Cease using ANZ Digital Key and delete it from your Mobile Device when you cease your employment or other similar relationship with the ANZ Customer or if you are instructed to by the ANZ Customer;
- Not leave your Mobile Device unattended and/or left logged into ANZ Digital Key;
- Lock your Mobile Device or take other steps necessary to stop unauthorised use of ANZ Digital Key;
- Notify ANZ immediately if your Mobile Device is lost or stolen, or if your Mobile Device service is suddenly disconnected without your permission (which may indicate mobile phone porting);
- immediately report to ANZ if you become aware or suspect that your password or PIN is compromised, disclosed, used without your authority, or is lost or stolen;
- immediately cease using and report to ANZ if your ANZ Digital Key App appears to be faulty, damaged, misused, or compromised;
- Not use ANZ Digital Key for any purpose other than to respond to an authentication request for Actions;
- Not act fraudulently or maliciously in relation to the ANZ Digital Key application or software. As examples, you will not copy, modify, adversely effect, reverse engineer, hack into or insert malicious code into the ANZ Digital Key application or software;
- Only install approved applications on your Mobile Device, and that you will not override the software lockdown on your Mobile Device (for example 'obtaining root access' on an Android device and 'jailbreaking' on an Apple device);
- Not permit any other person to store their Biometric Identifier on your Mobile Device;
- Before you sell or permanently give your Mobile Device to any person, delete ANZ Digital Key and if you have enabled a Biometric Identifier for access to ANZ Digital Key, disable this feature within the app (e.g. disable Touch ID or Face ID);
- In the case of any of the above events, you must also immediately cease using the ANZ Digital Key PIN to access ANZ Digital Key.
- Cease using your ANZ Digital Key if requested by ANZ.

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

The ANZ Customer is responsible for and must contact ANZ to arrange for user's access to the ANZ Digital Key to be terminated when the ANZ Customer no longer wishes the user to be able to authenticate Actions.

7. LIABILITY AND INDEMNITY

Your liability in connection with ANZ Digital Key is set out in these Terms, and in the case of the ANZ Customer, is also set out under the terms that govern the use of the relevant Electronic Banking Channel.

It is your choice to register (or deregister) for ANZ Digital Key. ANZ accepts no liability for any loss or consequences to you whatsoever that result from this decision, including in the event ANZ refuses or fails to process an Action request requiring authentication through ANZ Digital Key or delays in doing so.

Without limiting the above, to the extent permitted by law, ANZ will not be liable for any direct or indirect loss or damage arising from :

- any inability and/or failure of your Mobile Device to access or use ANZ Digital Key or the malfunction or in operation of ANZ Digital Key, or for any loss or damage to your Mobile Device resulting from your access or use, or attempted access or use, of ANZ Digital Key (including downloading any associated applications for ANZ Digital Key), and you should satisfy yourself as to these matters before attempting to access or use ANZ Digital Key.
- your use of ANZ Digital Key, including loss arising from any security breach, if you have acted fraudulently (either alone or together with any other person), if you have installed applications on your Mobile Device other than those available from the Apple App Store, Google Play or other location permitted by ANZ, or if you have caused or contributed to that loss, for example, by failing to comply with any of these Terms.

You acknowledge that any unauthorised reproduction by you of any proprietary information provided or available via ANZ Digital Key or any portion of it may result in legal action being taken

The use of ANZ Digital Key is subject to the reliability and availability of third party service providers, including software providers and network service providers. ANZ will not be liable in any way for failure of these third party service providers.

8. SUSPENSION OR TERMINATION OF USE AND SERVICE QUALITY

ANZ may suspend or terminate your use of ANZ Digital Key, or discontinue ANZ Digital Key, at any time. The provision and subsequent use of ANZ Digital Key is subject to the reliability and availability of third party service providers including software providers and network service providers. ANZ will not be liable for any direct or indirect loss suffered by you, as a result of a reduced level of service caused by any third party.

9. DATA COLLECTION

You agree that ANZ may collect various information relating to your Mobile Device. This is required for ANZ Digital Key to properly function and for security purposes, for ANZ to better provide assistance if you contact us for assistance and to further develop ANZ Digital Key. ANZ will not use this information in any other manner.

The information collected may include application type and version, network type and carrier name, IP address, device type and model, operating system and security information related to your Electronic Device (e.g. whether you have jailbroken your Electronic Device). If you do not consent to the collection of this information, you should cease using ANZ Digital Key.

10. CHANGES TO ANZ DIGITAL KEY AND THE ANZ DIGITAL KEY TERMS AND CONDITIONS

ANZ can change these Terms at any time.

ANZ will notify you of the above changes electronically via any of the Apple App Store, Google Play, mobile device, email, sms or the ANZ Electronic Banking Channel as well as during the registration process for ANZ Digital Key in the ANZ Electronic Banking Channel.

11. FEES AND CHARGES

Using ANZ Digital Key will not incur any additional fees charged by ANZ. You may incur charges from your internet and/or mobile service provider for downloading and using ANZ Digital Key. Any such charges are your sole responsibility and any matters regarding these charges should be raised with your mobile service provider.

12. OTHER MATTERS

In relation to these Terms and Conditions, 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 or a breach will not waive any other breach.

13. APPLE INC. LICENSING

If you are using ANZ Digital Key with an iPhone or iOS Mobile Device, you acknowledge that these Terms and Conditions are between ANZ and you, and not Apple Inc. ("Apple"). You are given a non-transferable licence to use ANZ Digital Key on your Mobile Device in accordance with these Terms and Conditions and the Apple Usage Rules in the Apple Store Terms of Service.

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

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

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

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

14. GOOGLE INC. LICENSING

If you are using ANZ Digital Key with an Android Mobile Device, you are given a nontransferable licence to use ANZ Digital Key on your Mobile Device in accordance with these Terms and Conditions and subject to the Terms of Services and Policies applicable to your use of Google Play.

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

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