

*ANZ Group Internet Product
Terms and Conditions*

Version: May 2004



1. About these Terms

- 1.1 These are the terms and conditions (“Terms”) for SAAM, and also apply severally to each Product accessed by or on behalf of the Customer using a Verified Access Method. They supersede all previous such Terms provided to the Customer.
- 1.2 These Terms operate in conjunction with the VAM Terms, the Instructions, the Identification Requirements and the Product Terms.
- 1.3 Except where clause 1.4 applies, in the event of any inconsistency in the terms of the following documents they will be read in the following descending order of precedence:
 - (a) the VAM Terms;
 - (b) these Terms;
 - (c) the Product Terms; and
 - (d) the Instructions.
- 1.4 In the event of any inconsistency between the terms in clause 2 (Amendments), clause 4 (Authorised Officers), clause 5 (Verified Access Method), clause 6 (Authority to Act), clause 14 (Privacy), clause 15 (Confidentiality) and clause 19 (Notices) of these Terms and a term in any Product Terms or Instructions then the Product Terms or Instructions are, for the purposes of that particular Product and its Product Terms or Instructions, deemed to apply to the extent of any inconsistency and these Terms are to be read down in respect of those inconsistent terms, for the purposes of that particular Product and its Product Terms or Instructions.
- 1.5 Subject to clause 1.3 and clause 1.4, where a word or phrase defined in these Terms is used in the Instructions, Identification Requirements or any Product Terms, then that term, word or phrase will have the meaning given in these Terms unless that term, word or phrase is defined in that other document or the context requires otherwise.
- 1.6 Clauses 1, 5, 6, 9, 11, 12, 14 and 15 of these Terms survive termination of these Terms.
- 1.7 These Terms survive the termination of the Subscriber Agreement and any Product Terms where the Verified Access Method continues to be used to access Products.

2. Amendments

- 2.1 The ANZ Group may change these Terms and the Instructions by notice to the Customer. Any changes will take effect immediately upon the deemed receipt of such notice unless:
 - (a) the ANZ Group specifies some other period or date in the notice; or
 - (b) the Customer terminates or cancels all Verified Access Methods.

3. Verified Access Method and Accessing Products

- 3.1 The Customer must strictly comply with and is bound by:
 - (a) the VAM Terms;

- (b) all Instructions;
 - (c) these Terms; and
 - (d) any Product Terms,
 - with respect to the use of any Verified Access Method to access any Product.
- 3.2 Without limiting the generality of the requirements in clause 3.1, Access Levels and Functionality:
 - (a) for each Verified Access Method must be established and set by the Customer for each Product to be accessed using the Verified Access Method; and
 - (b) required by the Customer must be established and set strictly in accordance with the Instructions.
- 3.3 The Customer agrees that:
 - (a) any Verified Access Method may be used to access any Product for which the Customer has established Access Levels or Functionality; and
 - (b) these Terms and the VAM Terms apply to any use of the Verified Access Method with any Product.

4. Authorised Officers

- 4.1 The Customer agrees that:
 - (a) unless otherwise requested by the Customer and agreed to specifically in writing by the ANZ Group, Authorised Officers can individually appoint further Authorised Officers who will have all of the powers of an Authorised Officer (including the power to appoint further Authorised Officers);
 - (b) the actions of an Authorised Officer will be treated as the binding and duly authorised actions of the Customer even if outside the Authorised Officer’s actual granted authority. Such actions include:
 - (i) giving any notice or instruction on behalf of the Customer;
 - (ii) setting Access Levels for any Verified Access Method;
 - (iii) setting permissions on any Product which controls each Verified Access Method’s (including the Verified Access Method held by an Authorised Officer) Access Levels and Functionality; and
 - (iv) requesting that the ANZ Group provide access to new Products either through an existing Verified Access Method or the issuance of a new Verified Access Method; and
 - (c) the Authorised Officer may exercise any of their powers and responsibilities granted under this clause 4, any VAM Terms or Product Terms by either:
 - (i) Communicating with the ANZ Group using a Verified Access Method; or
 - (ii) in writing signed by the Authorised Officer, and the Customer agrees that either method is as equally binding upon the Customer.
- 4.2 The Customer must:

- (a) maintain at all times at least one Authorised Officer for SAAM (“SAAM AO”). Each SAAM AO is automatically, unless specified otherwise by the Customer in accordance with clause 4.1(c)(i) or 4.1(c)(ii) an Authorised Officer for each other Product. If the Customer does not at any time have a SAAM AO, then the SAAM AO will be deemed to be, the Managing Director, Chief Executive Officer, or the person holding the most senior executive position within the Customer; and
- (b) maintain an Authorised Officer for each and every Product other than SAAM (“Product AO”) who has authority to act for and on behalf of the Customer in respect of such Product. If the Customer does not at any time have a Product AO for a Product then the Product AO will be deemed to be the SAAM AO, notwithstanding any contrary direction under clause 4.2(a).

4.3 A SAAM AO or a Product AO, may be an Authorised Officer for more than one Product or Customer.

5. Verified Access Method

5.1 The Customer agrees that:

- (a) a Verified Access Method must only be issued to a User strictly in accordance with the Instructions;
- (b) subject to any Access Levels established by an Authorised Officer, each Verified Access Method is authorised to fully access, operate and use each Product available from time to time;
- (c) each holder of a Verified Access Method with Value Access is a “signatory” as that term is used in the Financial Transactions Reports Act 1988 (Cth);
- (d) subject to clauses 6.1, 6.2 and 6.3, the Customer will be liable for all acts and transactions Communicated using a Verified Access Method through any Product, otherwise than during a period that the Verified Access Method is suspended or has been terminated, and regardless of any contrary instructions or signing authorities which may be provided by any means other than the specification of Access Levels in relation to the relevant Product; and
- (e) it is solely the Customer’s (and not the ANZ Group’s) responsibility to monitor use of a Verified Access Method, a Product and to grant or deny access to each Product, and to do so solely using Access Levels.

6. Authority to Act

- 6.1 The Customer is liable for, and the ANZ Group and its contractors are authorised to act upon, all actions and transactions Communicated through a Product by use of a Verified Access Method.
- 6.2 Without limiting the generality of clause 6.1, Access Levels will be deemed specified by the Customer and all actions and transactions will be deemed Communicated by the Customer even if the Access Levels are specified or actions or transactions are Communicated:
 - (a) by a person fraudulently using a Verified Access Method;

- (b) by a person who has gained access to or use of a Verified Access Method through fraud by that person or the fraud of any person;
- (c) using a Verified Access Method which is associated with false or incorrect information relating to the person to whom or in respect of whom the Verified Access Method is issued;
- (d) where the person to which a Verified Access Method purportedly relates never existed;
- (e) by a person who has not been identified in accordance with the Identification Requirements for the Verified Access Method; or
- (f) by means of a machine rather than by direct or indirect human intervention or initiation,

where in any of the above cases the Verified Access Method used was:

- (i) created by the Customer by being directly or indirectly generated or initiated by the actions of an Authorised Officer (regardless, for the sake of certainty, of whether or not any Authorised Officer whose actions may directly or indirectly have been involved in such creation was fraudulently appointed or appointed other than strictly in accordance with these Terms or any Instructions);
- (ii) a Verified Access Method created by the ANZ Group in respect of the Customer at the Customer’s or an Authorised Officer’s request; or
- (iii) a pre-existing Verified Access Method linked to the Customer by an Authorised Officer, or by the ANZ Group at the Customer’s or an Authorised Officer’s request.

6.3 Without limiting clause 6.1 or 6.2, where in connection with any Verified Access Method any Communication is provided to any ANZ Website operated by or on behalf of a contractor of the ANZ Group via a Product, the Customer is also liable for and the ANZ Group is authorised to act upon, that Communication as if it was provided directly to the ANZ Group, except that the Customer is not so liable to the extent that any fraud, dishonesty or negligence of the contractor causes the liability to differ from the liability of the Customer if it had been dealing directly with an ANZ Website operated directly by the ANZ Group.

7. Access Code

- 7.1 The terms in this clause 7 apply only to a Verified Access Method which is an Access Code.
- 7.2 The Customer agrees:
 - (a) to keep secure all components or parts of an Access Code;
 - (b) not to:
 - (i) disclose an Access Code to another person;
 - (ii) permit more than one person to use an Access Code;
 - (iii) permit any other person to see the entry or provision of any components or parts of an Access Code;
 - (iv) record any Passwords in or on any device or on any article; and

- (c) to comply with the ANZ Group guidelines regarding the security of passwords/PINs published on the ANZ Website.
- 7.3 The Customer agrees to:
- (a) notify the ANZ Group immediately upon the Customer, or the holder of an Access Code (including an Authorised Officer or User), becoming aware that an Access Code maybe lost or stolen, or becoming aware or suspecting that another person knows an Access Code or has used an Access Code without the authority of the Customer;
 - (b) where clause 7.3(a) applies, cease using the Access Code until such time as the Access Code has been changed; and
 - (c) take all necessary steps to change the components or parts of the Access Code immediately upon the Customer becoming aware of the circumstances in clause 7.3(a).
- 7.4 The Customer agrees to ensure that its Authorised Officers and Users comply with the requirements in clauses 7.2 and 7.3.
- 7.5 The Customer may cancel an Access Code by requesting the ANZ Group, in writing, to cancel the Access Code.
- 7.6 The Customer agrees that the ANZ Group may take any action it deems, at its sole discretion, necessary including cancelling or suspending an Access Code at any time without notice if the ANZ Group believes, in its sole opinion, that an Access Code is being misused.

8. Delays in processing instructions

- 8.1 The Customer acknowledges that instructions relating in any way to Access Levels or a Verified Access Method not fully authorised by the Customer before the Processing Cut Off Time may not be processed until the following Business Day. Once the ANZ Group processes such instructions, any delays outside the ANZ Group and the ANZ Group's systems are outside the control of the ANZ Group and the ANZ Group is not responsible for any resulting losses or expenses incurred by the Customer.
- 8.2 The Customer acknowledges that other processing cut off times may apply to Products and information on these may be found in the Product Terms or the Instructions.

9. Availability and security of Products

- 9.1 Subject to clause 11 and any other express warranties provided in any other terms, the ANZ Group does not warrant the security of any information transmitted to or from the ANZ Group using any Product and such transmission is at the Customer's risk.
- 9.2 As electronic services are subject to interruption or breakdown for a variety of reasons, access to Products is offered on an 'as is, as available' basis only.

- 9.3 Subject to clause 11, the ANZ Group does not guarantee that access to any Product will be uninterrupted or that any Product is error or virus free.
- 9.4 The ANZ Group's liability for:
- (a) any failures or delays in availability or functioning of any Product due to failure of any communication network (including any internet service provider) or hardware or software used by the ANZ Group or the Customer;
 - (b) any breakdown or interruption to any computer system; or
 - (c) any error or corruption of data which may be caused directly or indirectly through the use of any Product,
- is limited to the maximum extent permitted by law.
- 9.5 The ANZ Group may alter, suspend or withdraw any Product at any time for any reason, with or without notice to the Customer or any User. Reasons may include security, quality of service (including traffic volume, virus and access attacks), breach of these terms, termination of the Subscriber Agreement or the Customer appointing an Authorised Officer or User unacceptable to the ANZ Group.

10. Product records

- 10.1 The Customer must reconcile its records in respect of, and review the use of, each Product at least every 30 days and must notify the ANZ Group immediately if:
- (a) there has been any alleged omission from, or debit wrongly made in, any transaction using any Product; or
 - (b) any unauthorised Communication has been effected using any Product.
- 10.2 Except to the extent notified by the Customer pursuant to clause 10.1, at the end of each month the accounts and records kept by the ANZ Group will be conclusive evidence without any further proof that all entries maintained by, or on behalf of, the ANZ Group regarding the Product are correct and duly authorised and approved by the Customer, and the ANZ Group will be free from all claims in respect of the Product.
- 10.3 The Customer acknowledges that the accuracy of information provided or received through a Product may be affected by the products or services utilised by the Customer (including any election to access "real time" or "end of day balance" information or intraday transaction information).

11. Exclusion of implied terms

- 11.1 All terms, conditions, warranties, undertakings, inducements or representations whether express, implied, statutory or otherwise relating in any way to Products or the subject matter of these Terms, are excluded unless expressly provided otherwise in these Terms.
- 11.2 Despite any other provision of these Terms, if any law:
- (a) implies any term, condition or warranty ("Non-Excludable Term") into these Terms; and
 - (b) prohibits or voids any exclusion or modification of:
 - (i) those Non-Excludable Terms; or
 - (ii) liability under those Non-Excludable Terms,

then those Non-Excludable Terms are included in these Terms.

11.3 If permitted by law, the ANZ Group's liability for any breach of Non-Excludable Terms will be limited, at the ANZ Group's sole option, to any one or more of the following:

- (a) if the breach relates to goods:
 - (i) the replacement of the goods or the supply of equivalent goods;
 - (ii) the repair of such goods;
 - (iii) the payment of the cost of replacing the goods or acquiring equivalent goods; or
 - (iv) the payment of having the goods repaired; and
- (b) if the breach relates to services:
 - (i) the supply of the service again; or
 - (ii) the payment of the cost of having the services supplied again.

12. Limitation of Liability and Indemnity

12.1 Subject to clause 11, and except to the extent of any fraud, dishonesty or gross negligence of any member of the ANZ Group or its Representatives, each member of the ANZ Group and their respective Representatives is not liable to the Customer or its Representatives for any Loss which the Customer or its Representatives may suffer or incur as a result of:

- (a) any loss of funds or liability incurred;
- (b) any other Losses (including from the failure of any transaction to be processed or any delay in responding, or failure to respond, to any Communication submitted via an ANZ Website);
- (c) any interception of information; or
- (d) any information or opinion provided to the Customer or its Representatives by any other customer or user of an ANZ Website,

through any access to or use of any Product by any person.

12.2 The ANZ Group's liability in respect of all other matters related directly or indirectly to Products (including under express terms of these Terms), is limited to the minimum amount permitted by law regardless of whether it arises from single or multiple causes. In particular, but without limiting or affecting the foregoing, where permitted by law, the ANZ Group will not be liable for any loss or damage arising from:

- (a) the ANZ Group exercising any of its rights under these Terms or from the Customer's non-compliance with these Terms or any Instructions;
- (b) any delays or errors by third parties (other than ANZ Group contractors) in relation to any matter or transaction, including a failure to accept or acknowledge a receipt of funds or allowing a drawing on any account or other activation or use of a Product; or
- (c) any delays in advising the Customer if any transaction initiated through a Product is not processed at all or in a timely manner.

12.3 The Customer fully indemnifies the ANZ Group, each member of the ANZ Group and their respective Representatives against all Loss (other than to the extent arising from gross negligence, dishonesty or fraud by the ANZ Group or any of its Representatives) arising directly or indirectly as a result of:

- (a) use by any person of a Product (including fraudulent use of any Verified Access Method) or any alteration by persons other than the ANZ Group of information or reports in, or by using, a Product;
- (b) the ANZ Group performing any of its rights or obligations under these Terms or in relation to a Product generally;
- (c) any act or omission or deemed act or omission of the Customer or any of its Representatives;
- (d) any breach of these Terms by the Customer or of its Representatives; or
- (e) the failure of the Customer or of its Representatives to obtain any consent required under clauses 14 and 15.

13. Termination and suspension

13.1 The Customer or the ANZ Group may terminate the Customer's right to use any Product by giving at least 10 days prior notice in writing to the other party.

13.2 Termination of the Customer's right to use any Product will not affect:

- (a) the ongoing operation of any indemnity given by the Customer;
- (b) the ongoing operation of any limitation on the ANZ Group's liability; or
- (c) any right or liability of both the Customer and the ANZ Group which accrued prior to termination.

14. Privacy

14.1 (Collection of Customer's information by the ANZ Group) The ANZ Group may collect the Customer's information

- (a) to assist in providing information about a product or service;
- (b) to consider the Customer's request for a product or service;
- (c) to enable the ANZ Group to provide a product or service;
- (d) to tell the Customer about other products or services that may be of interest to the Customer;
- (e) to assist in arrangements with other organisations (such as loyalty partners) in relation to the promotion and provision of a product or service;
- (f) to perform other administrative and operational tasks (including risk management, systems development and testing, credit scoring, staff training, and market or customer satisfaction research);
- (g) to prevent or investigate any fraud or crime (or a suspected fraud or crime); and

- (h) as required by relevant laws, regulations, Codes and external payment systems.
- 14.2 (Absence of relevant information) If the Customer does not provide some or all of the information requested, the ANZ Group may be unable to provide the Customer with a product or service.
- 14.3 (Disclosures by the ANZ Group) Subject to the ANZ Group's general duties of confidentiality towards their customers, the ANZ Group may disclose the Customer's information to:
- credit reporting or debt collecting agencies;
 - an organisation that is in an arrangement or alliance with the ANZ Group for the purpose of promoting or using their respective products or services (and any agents used by that organisation in administering such an arrangement or alliance);
 - any service provider the ANZ Group engages to carry out or assist its functions and activities;
 - regulatory bodies, government agencies, law enforcement bodies and courts;
 - other parties the ANZ Group is authorised or required by law to disclose information to;
 - other financial institutions (such as banks); or
 - the Customer's authorised agent, executor, administrator or legal representative.
- 14.4 (Accessing Customer's information held by the ANZ Group) Subject to the provisions of the Privacy Act (if applicable), the Customer may access the Customer's information at any time by contacting its Relationship Manager or asking to do so at any ANZ Group branch. The ANZ Group may charge the Customer a reasonable fee for access. If the Customer can show that information about the Customer is not accurate, complete and up to date, the ANZ Group will take reasonable steps to ensure it is accurate, complete and up to date.
- 14.5 (Collecting the Customer's sensitive information) If the Customer is an individual, the ANZ Group will not collect sensitive information about the Customer, such as health information, without the Customer's consent.
- 14.6 (Where the Customer supplies the ANZ Group with personal information about someone else) If the Customer gives the ANZ Group personal information about someone else or directs someone else to give their personal information to the ANZ Group, the Customer will tell that person that:
- the ANZ Group is holding personal information about that person;
 - personal information collected about that person will be used for the primary purpose of the ANZ Group providing the services contemplated by these Terms, the VAM Terms, the Product Terms and the Instructions;
 - the person can access their information at any time by contacting the Customer's Relationship Manager or asking to do so at any ANZ Group branch. The ANZ Group may charge a reasonable fee for access.
 - if the person can show that information about the person is not accurate, complete and up to date, the ANZ Group will take reasonable steps to ensure it is accurate, complete and up to date; and
- the ANZ Group may give that person's information to any contractor or service provider the ANZ Group engages to provide services connected with the Customer's relations with the ANZ Group.
- 14.7 (The Customer's consent to certain disclosures of information) The Customer agrees that the ANZ Group may give the Customer's information to the following people and authorises these people to have access to the Customer's information:
- any contractor or service provider the ANZ Group engages to provide services connected with the Customer's relationship with the ANZ Group; and
 - the ANZ Group's related companies or alliance partners to enable them to decide if they want the ANZ Group to tell the Customer about a product or service. Where the Customer does not want the ANZ Group to tell the Customer about its products or services or those of its related companies or alliance partners, the Customer may withdraw the Customer's consent by calling its Relationship Manager at any time.
- 14.8 (Disclosure to foreign countries) The Customer agrees that:
- the ANZ Group may disclose personal information to organisations (including individuals) that are in foreign countries for the purposes of providing services to Customers or the Representative or access to Products; and
 - the Customer must obtain from any individual whose personal information the Customer provides, or directs someone else to provide, a consent, in writing, to the disclosure of such personal information in accordance with clause 14.8(a). The ANZ Group (its agents and contractors) will rely on the Customer obtaining such consents from the individual.

15. Confidentiality

- 15.1 Where any information provided to the ANZ Group (its agents or contractors) constitutes confidential information (whether of the Customer or an individual), then the Customer consents, and will ensure that any individual consent, to the use or disclosure of any confidential information by the ANZ Group, its agents, contractors and Representatives, including specifically as may be required for the provision and use of any Product or Verified Access Method.

16. Definitions

The following definitions apply to these terms:

Access Code means any agreed method of electronic identification, such as a User Name and Password but specifically excludes a Certificate.

Access Level means the access level and the transaction authorities (including account debiting discretion limits) set for a Product by a Customer or an Authorised Officer for each Verified Access Method.

ANZ Group means Australia and New Zealand Banking Group Limited ABN 11 005 357 522 and each and every one of its related companies (including subsidiaries), whether acting collectively or alone.

ANZ Website means the websites operated by the ANZ Group under the domain name www.anz.com and any additional, replacement or mirror website through which a Product is provided, including any website operated by or on behalf of any contractor of the ANZ Group.

Applicable Law has the meaning given in clause 18.2.

Authorised Officer means any person so designated by the Customer.

Business Day means a day which is not a Saturday, Sunday or a national public holiday or national bank holiday.

Certificate means any Subscribers Certificate within the meaning of the Subscriber Agreement.

Communication includes, but is not limited to, any instruction, request, approval, acceptance, confirmation, information or document and Communicated has a similar meaning.

Customer means the person or entity so identified in any Product Terms.

Functionality means the functions and activities available to Customers to access in each Product.

Identification Requirements means the identification requirements imposed by the ANZ Group (whether or not imposed by the Subscriber Agreement) in relation to any Product and includes the requirements imposed under the Financial Transactions Reports Act 1988 (Cth).

Instructions means instructions, procedures, guidelines, information and associated terms of use in any form (including materials in printed form, materials available online and oral instructions) provided by or on behalf of any member of the ANZ Group (or its agents or contractors) to the Customer from time to time in any way connected to the operation or use of any Product or Verified Access Method.

Loss means any loss, damage, cost, interest, expense, fee, penalty, fine, forfeiture, assessment, demand, action, suit, claim, proceeding, cause of action, liability or damages incurred by a person and includes all costs actually payable by the ANZ Group (or its agents or contractors) to the ANZ Group's (or its agents or contractors) own legal representatives (whether or not under a costs agreement) and other expenses incurred by the ANZ Group (or its agents or contractors) in connection with a demand, action, arbitration or other proceeding (including mediation, compromise, out of court settlement or appeal).

Non-Excludable Term has the meaning given in clause 11.2.

Password means a secret, arbitrary string of characters (including numbers, letters or a combination of both) used as a mechanism to authenticate access or authorisations for the holder of the arbitrary string and includes a PIN or pass phrase.

Processing Cut Off Time means, in relation to each relevant instruction, the time indicated on the ANZ Website or otherwise notified to the Customer from time to time which is the time by which the ANZ Group must have received all such

instructions for them to be processed on the same Business Day or, if no such time is indicated, then the actual applicable time on the relevant day.

Product means severally SAAM, any other products (whether operated by the ANZ Group or a contractor) accessed via SAAM and any other internet product (whether or not associated with SAAM) designed to enable access to any such product, and includes in each case all related computer software.

Product AO has the meaning given in clause 4.2(b).

Product Terms means the terms and conditions, other than these Terms, the Subscriber Agreement and Instructions, applicable to the relevant Product.

Representative of a party means that party's director, officer or employee and in relation to the Customer includes all Users.

SAAM means the Secure Access and Authentication Module, which allows Customers to regulate access and authority levels of a Verified Access Method to various Products.

SAAM AO has the meaning given in clause 4.2(a).

Subscriber Agreement means the agreement so named between the ANZ Group and the Customer under which the ANZ Group can, among other things, issue digital certificates to individuals to enable those persons to identify themselves to various online systems offered by the ANZ Group.

Terms has the meaning given in clause 1.1.

User means any person who is provided with a Verified Access Method by the Customer for the purpose of accessing any Product and includes an Authorised Officer.

User Name means an arbitrary string of characters issued by the ANZ Group (or a third party) for the purposes of identifying access or authority levels.

Value Access means the ability to instruct the ANZ Group to make transfers and payments using a Product or to give instructions (in any form) to otherwise debit money using a Product.

VAM Terms means either the Subscriber Agreement or the applicable Access Code terms contained in clause 7 of these Terms, as the case requires.

Verified Access Method means a Certificate or Access Code which a Customer, or an Authorised Officer or the ANZ Group on the Customer's behalf, have linked to a Product.

17. Interpretation

17.1 If there is any inconsistency between the main body of these Terms and any schedule or addendum, then the schedule or addendum prevails to the extent of the inconsistency.

17.2 In interpreting these Terms, except where the context makes it clear that a rule is not intended to apply, a reference to:

- (a) legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (b) a document or agreement, or a provision of a document or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated; and

- (c) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
- (d) anything (including a right, obligation or concept) includes each part of it.

17.3 In these Terms:

- (a) “including” and similar expressions are not words of limitation;
- (b) a provision of these Terms must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of these Terms or the inclusion of the provision in these Terms
- (c) if the Customer is constituted by more than one person, those persons are jointly and severally liable under these Terms; and
- (d) where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.

18. Miscellaneous

18.1 If a provision of these Terms or their application to any person or circumstance is or becomes invalid, illegal or unenforceable then the provision must, as far as possible, be interpreted as narrowly as possible to ensure that it is not illegal, invalid or unenforceable. If any provision or part of it cannot be so interpreted, then the provision or its part is taken to be void and severable. The remaining provisions of these Terms are not affected or impaired in any way.

18.2 Where the operation and terms for a Product are governed by any law (“Applicable Law”), and these Terms are inconsistent with the requirements of an Applicable Law, then to the extent that these Terms apply to the Product and these Terms are inconsistent with an Applicable Law, these Terms are to be read down and, if necessary, severed to the extent of any inconsistency and for the purpose of the particular Product only. Further, the Terms of the Applicable Law are deemed to apply to the extent of any such inconsistency for the purposes of the relevant Product.

18.3 If a party fails, delays, relaxes or indulges in exercising its power or right under these Terms, this is not a waiver of that power or right. A single exercise of a power or right does not prevent any other or further exercise of it or the exercise of any other power or right under these Terms. A power or right may only be waived if it is in writing and signed by the party to be bound by the waiver.

18.4 These Terms are construed according to and are governed by the laws of Victoria, Australia. The parties submit to the exclusive jurisdiction of the courts of Victoria, Australia in relation to any dispute arising under these Terms.

18.5 These Terms, including the agreements and documents referred to in them, constitute the entire agreement between the parties concerning the subject matter of these Terms. Any prior arrangement, agreement, representation or undertaking is superseded and, except as expressly provided, each party

acknowledges that it has not relied on any arrangement, agreement, representation or understanding not expressly set out in these Terms.

18.6 Issuing a Verified Access Method in accordance with these Terms or any VAM Agreement does not make the ANZ Group or any member of the ANZ Group an agent, fiduciary, trustee, or other representative of the Customer or any User.

19. Notices

19.1 Any notice, consent, request, or other communication under these Terms must be made in either of the following ways:

- (a) in writing and delivered to, sent by prepaid post to, or transmitted by facsimile to the relevant contact details specified in clause 19.3;
- (b) sent by email to the relevant contact details specified in clause 19.3; or
- (c) where given by the ANZ Group, by posting it on the relevant ANZ Website or at some other Customer contact point.

19.2 A notice, consent, request or other communication is not deemed to be received until the following occurs:

- (a) where sent in accordance with paragraph 19.1(a) above (as applicable):
 - (i) it has been personally delivered to the recipient and not to a representative of the recipient, irrespective of the provision of impending consent;
 - (ii) three Business Days, after the first Business Day of postage within Australia, or seven Business Days, after the first Business Day of postage elsewhere, have elapsed; or
 - (iii) the sender of a facsimile receives a confirmation report at the time of transmission, indicating a successful and complete transmission to the recorded recipient facsimile number;
- (b) where sent in accordance with paragraph 19.1(b) above, three hours have elapsed since it was sent; or
- (c) where given in accordance with paragraph 19.1(c) above, five Business Days have elapsed since posting on the relevant ANZ Website or at some other customer contact point.

19.3 The contact details for the Customer are any mail address or facsimile number of the Customer, or Authorised Officer’s email address, known to the ANZ Group. The contact details for the ANZ Group are the most recent address, facsimile or email address for service of notices for the purposes of these Terms as specified on the ANZ Website from time to time or as otherwise notified to the Customer from time to time.