

# Document Images Specific Terms & Conditions

Version: November 2003

## 1. Definitions

In these Terms and Conditions:

**"Application and Customer Agreement Form"** means the form signed by you indicating that you required the use of the Service;

**"Authorised Officer"** means any person so designated by you;

**"Documents"** means each of the Documents made available to you for viewing and printing via the Service;

**"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;

**"Service"** means the service made available by ANZ to *online@anz Trade Services* customers which enables you to view and print certain documents as determined by ANZ from time to time by accessing the Trade Portal;

**"Trade Portal"** means the Internet website made available by ANZ through which you can access the Service using the Verified Access Method;

**"User"** means any person who is provided with a Verified Access Method by you for the purpose of accessing the Services and includes an Authorised Officer;

**"Username"** means an arbitrary string of characters issued by ANZ for the purposes of identifying access and authority levels;

**"Verified Access Method"** means each of a User's Username and Password or any other agreed method of electronic identification;

**"you"** refers to the person/s named as the Customer in the Application Form.

## 2. Application of these Terms and Conditions

These Terms and Conditions apply to the Service, which you have applied for. They operate in addition to the ANZ Group Internet Product Terms ("AGIPS"), [ANZ International Trade Services Terms and Conditions](#) and the *online@anz Trade Services Instructions for Use* as defined in the Application and Customer Agreement Form.

## 3. Authorised Officer and User

You or your Authorised Officer may nominate a person to be a User.

You acknowledge that:

- a) each User can use the Service to view and print your Documents; and
- b) you are responsible for any use of your Service by a User.

You are also responsible for ensuring that each User complies with all obligations and responsibilities imposed on you under these Terms and Conditions and will be liable for any failure by a User to comply with such obligations and responsibilities.

*online@anz*  
**Trade Services**



#### **4. How to use the Service**

The Service can only be used to view and print Documents via the Trade Portal. Any access given to the Service will be treated as valid and authorised by you if a User accesses the Service in accordance with these Terms and Conditions.

#### **5. Access to your Service**

You agree that any person who supplies ANZ with a valid Verified Access Method for your Service will be allowed access to your Service and, through your Service, to each of the Documents.

#### **6. Security of Verified Access Methods**

Verified Access Methods must be kept secure. You are responsible for the security of all Verified Access Methods relating to your Service. You must ensure that each User does not tell or show a Verified Access Method to any other person.

If Verified Access Method is not kept secure and it is used by someone other than a User to access your Service, this will be a breach of these Terms and Conditions and you may be liable to ANZ for loss or damage to ANZ which results including loss or damage arising as a result of any misuse of your Service or any transaction made by the unauthorised person using your Service.

ANZ must be notified immediately if a record of a User's Verified Access Method is lost or stolen, or a User is aware or suspects another person knows a Verified Access Method or has used a Verified Access Method without authority. ANZ will then cancel the relevant Verified Access Method and arrange for a User to select, or for a User to be issued, as the case may be, a new (replacement) Verified Access Method. The re-issue or reselection of the Verified Access Method will only take place if the User authorises its re-issue.

ANZ may cancel a Verified Access Method at any time without notice if ANZ believes it is being misused.

#### **7. Security of Internet Access**

ANZ will use such measures, as it considers reasonable to help ensure the security of Service. Currently, ANZ employs a range of security measures, including firewalls and data encryption (128 bit Secure Sockets Layer (SSL) protocol).

Unfortunately, ANZ cannot guarantee that any data transmission over the Internet is totally secure.

#### **8. Availability of your Service**

ANZ is not liable and accepts no responsibility for any Service failures or disruptions (including but not limited to the non availability of any particular Document for viewing or printing) attributable to a systems or equipment failure or due to reliance by ANZ on third party products or interdependencies including but not limited to electricity or telecommunications which results from the temporary breakdown of or interruption to your Service or any other circumstances beyond ANZ's reasonable control.

ANZ does not represent or guarantee that the Service will be uninterrupted. You acknowledge that the Service may be affected by outages, faults, or delays.

Such outages, faults, or delays may be caused by factors including (but not limited to) technical difficulties with or the performance of the Internet or infrastructure failures.

ANZ may withdraw or deny access to your Service without prior notice to you for reasons of security or quality of the telecommunications service or any other reason deemed reasonable by ANZ.

#### **9. Access to Documents**

ANZ will endeavour to make images of Documents accessed using your Service available for viewing and printing within 7 days of the original Documents being provided by any third party to ANZ. ANZ is not responsible for the information contained in or the accuracy of the images of the Documents nor liable for any delays in any Documents being available for viewing and/or printing.

Your use of the original Documents is subject to the ANZ International Trade Services Terms and Conditions.

#### **10. Fees and charges**

You agree to pay to ANZ all fees, government charges (including, without limitation, goods and services tax (if applicable)) and other charges applicable to use of your Service.

You authorise ANZ to debit such fees and charges to your account(s) nominated in your Application and Customer Agreement Form.

#### **11. Changes to these Terms and Conditions**

ANZ reserves the right to change these Terms and Conditions and any other information, which has issued about the Service at any time.

If ANZ introduces a new fee or charge in relation to the use of your Service you will be provided with at least 30 days prior written notice.

#### **12. Termination and Suspension**

You may terminate your Service at any time by giving 30 days written notice to ANZ.

ANZ may terminate your Service by sending you written notice. ANZ will not do this without good reason which could include:

- a) if ANZ suspects you or a User of being fraudulent; or
- b) you, a User engage in inappropriate behaviour.

#### **13. Liability**

To the extent permitted by law, ANZ will not be responsible for any loss or damage, including consequential loss or damage, suffered in relation to use of, or inability to use, your Service unless it is attributable to the negligence or wilful default of ANZ or breach of a condition or warranty implied at law in contracts for the supply of goods and services which may not be excluded restricted or modified or only to a limited extent.

You will be liable for and indemnify ANZ against any loss or damage ANZ will or may suffer because you, or a User did not observe the obligations on that person under these Terms and Conditions (including the obligation to keep Verified Access Methods secure) or acted negligently or fraudulently when using your Service.