

# Short Term Money Market Deposit

## Product Disclosure Statement



### Part 1

**This Product Disclosure Statement is an important document.** We are providing this information to ensure that you receive key information about **Short Term Money Market Deposits** to help you understand the risks, benefits and costs of these products.

This Product Disclosure Statement comprises 2 parts:

Part 1 entitled Product Disclosure Statement; and

Part 2 entitled Short Term Money Market Deposit Terms and Conditions.

You should read both parts carefully.

Please note that this Product Disclosure Statement is not a recommendation or opinion that short term money market deposits are appropriate for you.

If there is anything in this Product Disclosure Statement that you do not understand, please contact your ANZ Markets Representative.

Before investing in a short term money market deposit you must give consideration to your objectives, financial situation and needs

### Contact Details

Please contact your ANZ Markets Representative or call us on:

Victoria/Tasmania  
(03) 9273 2858

New South Wales  
(02) 9227 1929

Queensland  
(07) 3228 3034

South Australia  
(08) 8218 8114 or (08) 8218 8645

Western Australia  
(08) 9323 8361 or (08) 9323 8063

### Features

#### What is a Short Term Money Market Deposit?

A short term money market deposit is a short term investment with us at an agreed rate of interest.

The minimum deposit we accept is \$250,000.

A short term money market deposit is deposited with us on :

- > an overnight basis (11 am Call Deposit);
- > an agreed period (Term Deposit).

We will pay you interest on the deposit monthly or on maturity of the deposit.

We will also repay the principal of your deposit when it matures. At that time, you can decide to reinvest the deposit as a fresh deposit, in which case we will agree a new interest rate and/or period with you.

If you decide to reinvest, you can also add to the amount of the fresh deposit (the additional amount must be at least \$50,000), or withdraw part of the deposit (minimum withdrawal is \$50,000) and reinvest the balance.

You cannot make a partial withdrawal if the remaining balance would be less than \$250,000. If you ask for such a withdrawal, we will treat this as a withdrawal of the entire remaining balance.

For example, if you have \$276,000 on deposit and you give us instructions to withdraw \$50,000, we will treat this as an instruction to withdraw \$276,000.

If you do not provide instructions by the required time, we will reinvest the interest and principal as a new deposit for the same period as the original deposit and at an interest rate determined by us.

#### How is the interest rate determined?

We will agree the interest rate for a short term money market deposit with you at the time you make the deposit. It will then remain the same for the term of the deposit.

If you ask us to repay the deposit before its maturity date, we may need to adjust the interest rate to reflect prevailing market rates.

If we do not have instructions from you at maturity of the deposit, however, we will set an interest rate for the reinvestment without reference to you.

The interest rate we set will be based on market conditions and the size of your deposit.

#### Terms of a Short Term Money Market Deposit

A short term money market deposit is subject to the **Short Term Money Market Deposit** Terms and Conditions which accompany, and form part of this document.

After you invest in a short term money market deposit with us, we will give you a 'confirmation' note, which will give you information about your investment.

#### Investor Benefits

A short term money market deposit may provide you with the following benefits:

- > operate as a short term investment vehicle for temporary surplus funds;
- > allow you relatively prompt access to interest bearing funds in uncertain times;
- > allow you easy transfer of funds to longer term investments; and
- > give you flexibility in the selection of term.

#### Risks

The key risks that you may face in relation to short term money market deposits are:

- > the insolvency or statutory management of ANZ in circumstances where ANZ's assets are insufficient to meet claims ranking ahead of, and equally with, your claim.
- > Terminating a term deposit before the agreed maturity is done at the prevailing market rate, and may involve a rate differential leading to an interest adjustment.

# Short Term Money Market Deposit

## Product Disclosure Statement



### What you must pay

The only amount you are required to pay us in relation to a short term money market deposit is the principal amount of the deposit.

### Complaints

- a. Contact your ANZ Markets Representative.
- b. If your complaint is not satisfactorily resolved by your ANZ Markets Representative, please contact the Head of Corporate Sales on Tel:03 9273 2894 or in writing at Level 14, 530 Collins Street, Melbourne 3000.
- c. If your complaint is not satisfactorily resolved within 14 days of your first contact with the Head of Corporate Sales, please contact our Compliance Manager in writing with the details of your complaint:

Compliance Manager, ANZ Investment Bank.  
Level 12, 530 Collins Street  
Melbourne, Victoria, 3000

- d. If you still do not get a satisfactory outcome, you have the right to complain to:

Financial Services Ombudsman Limited  
GPO Box 3  
Melbourne, Victoria, 3001  
Telephone: 1300 780 808  
Fax: +61 3 9613 6399  
Internet: [http://www.fos.org.au/centric/home\\_page.jsp](http://www.fos.org.au/centric/home_page.jsp)

### Tax implications

If you do not provide us with a Tax File Number, (or if you are a trustee, the tax file numbers of all the ultimate beneficiaries of the trust), we are obliged to deduct tax from interest earned at the full marginal rate and the medicare levy.

You should consult your own independent professional adviser regarding the tax consequences of acquiring, holding or disposing of a short term money market deposit in light of your particular circumstances.

Capital Markets division of Australia and New Zealand Banking Group Limited ABN 11 005 367 522 AFS Licence no. 234527 (ANZ Investment Bank is a trading name of Australia and New Zealand Banking Group Limited) 14th floor, 530 Collins Street, Melbourne 3000

# Short Term Money Market Deposit



## Terms and Conditions

### Part 2

This part sets out the terms & conditions for the operation and allocation of an ANZ Short Term Money Market (Unrestricted) account facility, covering funds lodged for 11 am Call Deposits and Term Deposits. This is an account facility provided by Australia and New Zealand Banking Group Limited ABN 11 005 357 522.

By opening and using the Account you have accepted and agreed to these terms & conditions.

### 1 Definitions

The following definitions apply to these terms & conditions unless otherwise stated.

**'Account'** means an ANZ short term money market (unrestricted) 11 am Call Deposit or Term Deposit account opened with ANZ by the account holder;

**'account holder'** means the person in whose name the Account has been opened and who is responsible for all transactions on the Account. If the Account has more than one account holder, each of them is jointly and severally responsible for the use of the Account;

**'ANZ'** means Australia and New Zealand Banking Group Limited ABN 11 005 357 522 and its successors and assigns;

**'ANZ's systems and equipment'** means the electronic systems, equipment, communications systems and software controlled by ANZ to facilitate electronic transactions;

**'Authorised User'** means a person who is authorised by the account holder and permitted by ANZ to give instructions to ANZ in relation to the Account;

**'EFT Code'** means the Electronic Funds Transfer Code of Conduct published by the Australian Securities and Investments Commission on 1 April 2001 and amended on 18 March 2002;

**'electronic access'** means a method that ANZ may allow you to use to instruct ANZ to deposit to or withdraw from the Account or give any other instruction regarding the Account (subject to these terms & conditions) through electronic equipment and which may require the use of a security device, username or password or a combination of these. It does not include a method requiring your signature;

**'electronic communication'** means the provision of information:

- › by e-mail to the electronic address you nominate; or
- › by making the information available at the ANZ Markets' web page (if you have been granted access) for retrieval by you (if ANZ does this, ANZ will notify you that information is available for retrieval);

**'electronic equipment'** means an electronic terminal, computer, television, telephone or similar equipment;

**'electronic funds transfer'** means a transfer of value to or from the Account;

**'electronic transaction'** means an electronic funds transfer initiated by you by giving ANZ an instruction through electronic equipment and using electronic access (either directly or indirectly) to deposit into or withdraw from the Account;

**'password'** means the password you have selected for use with your username and/or security device to enable you to access an Account using electronic equipment;

**'username'** means the user identification given to you by ANZ for use with your password to enable you to access an Account using electronic equipment;

**'security device'** means a physical device or digital certificate (if any) used with electronic equipment to access an Account and conduct an electronic transaction; and

**'you'** means the account holder and each Authorised User ("your" has a corresponding meaning).

### 2 Application of the EFT Code

The EFT Code applies to your Account if the Account was opened and is used for a primarily non-business purpose.

If the EFT Code applies to your Account then ANZ warrants that it will comply with the requirements of the EFT Code, where those requirements are relevant to your dealings with ANZ with respect to the Account.

### 3 Access Methods

You can access your Account through any of the methods approved by ANZ from time to time. Currently this includes the following methods:

by attending any ANZ Branch and giving instructions to an ANZ officer;

- › by faxing or mailing written instructions to ANZ signed by you;
- › by contacting an ANZ Markets dealer by telephone;
- › if you are given access by ANZ, by accessing the ANZ Markets' web page (ANZ will advise you on how it will provide you with a username, password and security device); or
- › if you are given access by ANZ and sign the relevant terms & conditions, by accessing ANZ CM Online [(ANZ will advise you on how it will provide you with a username, password and security device)].

You may give any instructions in relation to your Account allowed by these terms & conditions through any of the above access methods.

You must keep your username, password and security device secure from loss, theft or use by another person without your knowledge or consent. You must not:

- › permit any other person to use your electronic access;
- › disclose your username or password to another person;
- › allow any other person to see you entering, or overhear you providing, your username or password when using electronic equipment; and
- › record your username or password on or in your electronic access or on any article carried with or placed near your electronic access that is liable to loss, theft or abuse at the same time as your electronic access

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Failure to keep your username, password and security device secure may increase the account holder's liability for any related unauthorised use of the electronic access, username, password or security device.

To assist you in keeping your electronic access secure, ANZ publishes security guidelines. A copy of the current guidelines relating to passwords is available from an ANZ Markets dealer or [www.anz.com](http://www.anz.com).

You must immediately contact an ANZ Markets dealer during ordinary business hours or ANZ on Melbourne (03) 9273 2233 at any other time if you become aware that your username, password or security device has or may have:

- › been lost or stolen
- › become known to someone else
- › been used by someone else

When a telephone report is made, ANZ will provide a written acknowledgment of your report as soon as possible.

If you report that your username, password or security device has or may have been stolen, lost or become known to or used by someone else, you must not continue to use that username, password or security device and you must change the password (if it has or may have been stolen, lost or become known or used by someone else) as soon as possible.

Please note that your electronic access to the Account may be withdrawn by ANZ without notice (unless prohibited by law) if:

- › ANZ's systems and equipment malfunction or are otherwise unavailable for use;
- › ANZ believes your electronic access to the Account may cause loss to the account holder or to ANZ;
- › ANZ believes that the security of your electronic access or ANZ's systems and equipment may have been compromised; or
- › ANZ is required to do so by law.

Please also note that subject to the EFT Code (if applicable) and ANZ's obligations under law, ANZ may from time to time disclose to other persons information about the use of your electronic access where the disclosure is necessary for the administration and security of ANZ's systems or the Account or as otherwise permitted or required by law.

## 4 Instructions

The account holder authorises ANZ to act on and process instructions:

- › you give or transmit through electronic equipment using the electronic access (whether or not requiring the use of a username, password or security device or a combination of these referable to you);
- › you give through any ANZ Branch; or
- › you give by faxing or mailing written instructions to ANZ signed by you,

- › without ANZ further seeking confirmation from or giving notice to the account holder. Any electronic transaction made by you cannot be cancelled, altered or changed by you or the account holder.

Except as stated otherwise in these terms & conditions (and in particular clause 12), the account holder is responsible to ANZ for, and agrees to indemnify ANZ against, all liabilities incurred in relation to the Account, including liabilities arising out of instructions that are unauthorised, forged, fraudulent or otherwise improperly given where ANZ could not reasonably have detected this on the face of the instructions.

The account holder authorises the electronic transactions carried out by you or by anyone else with your knowledge and consent.

However ANZ may decline to act on your instructions when it considers that it has good reason to do so.

The authority of the Authorised User will be cancelled upon ANZ receiving written notice of:

- › the revocation by the account holder of the person's authority;
- › the death, bankruptcy or mental incapacity of the person.

## 5 Deposits

The minimum initial deposit to open the Account is AUD 250,000.

You must retain a minimum credit balance of AUD 250,000 in your Account at all times.

Additional deposits to the Account must be for the minimum amount as advised by ANZ to you from time to time (except where interest with respect to the Account is reinvested into the Account).

All deposits must be advised to an ANZ Markets dealer by 3.00 pm AEST on the business day of deposit.

Deposits must only be:

- › cheque made payable to the name of the Account or alternatively to "ANZ for the account of [name of the Account]". However deposits to an 11 am Call Deposit account must be in the form of cleared funds; accordingly, a personal or business cheque will not be accepted
- › telegraphic transfers
- › direct debit from an ANZ bank account
- › Austraclear/Swift
- › Real Time Gross Settlement (RTGS)/Electronic Funds Transfer (EFT)
- › Reinvestment of interest to the Account (interest only)

You may not make a further deposit to a Term Deposit until it matures.

If there is a difference between the amount recorded by the electronic equipment used to make the electronic transaction as having been deposited and the amount ANZ receives, the account holder will be notified as soon as possible and will be advised of the actual amount which has been credited to the Account.

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### 6 Withdrawals

You may only withdraw on the maturity date of the Account and all withdrawals must be advised to an ANZ Markets dealer by 4.00 pm AEST on the business day the money is to be withdrawn.

The minimum withdrawal amount from the Account will be as advised by ANZ to you from time to time.

Other than by access through the ANZ Markets web page or ANZ CM Online (if you have been given access) withdrawal instructions can only be issued directly to ANZ Markets dealers or to an ANZ branch.

Withdrawal instructions provided to an ANZ branch must be in writing and signed by an Authorised User who fulfils the identification record requirements under clause 9 below. Withdrawal instructions given through an ANZ branch will be effected as soon as possible, however ANZ is not able to guarantee that such instructions are able to be effected in the same day they are received.

In accordance with an Authorised User's instructions payment will only be made:

- › directly to a nominated bank account (belonging to the account owner)\*;
- › directly to a nominated Austraclear account;
- › directly to a third party bank account (provided that the account holder has given signed written instructions);
- › by bank cheque made out to the account holder; or
- › by bank cheque made out to a third party (provided that the account holder has given signed written instructions).

You may not withdraw more than the credit balance of your Account.

You may neither make a further deposit nor withdraw funds from a Term Deposit Account until it matures. ANZ may, in its discretion, approve a request for an early withdrawal on the Account (subject to this clause 6) and ANZ will be entitled to adjust the amount of interest payable to a rate appropriate for the effective (new) term based on market rates and the amount of the deposit at the time of the initial deposit.

\*The account holder may only nominate or change their nominated bank account or Austraclear account in writing and signed by the account holder. ANZ will not accept instructions in any other form in relation to the nomination of the account holder's nominated bank account or Austraclear account.

### 7 Interest

The initial interest rate on your Account is as offered to the account holder by ANZ and accepted by the account holder when the Account was opened.

The interest rate payable on 11 am Call Deposits is re-negotiable on a daily basis.

For Term Deposits the interest rate is fixed for the agreed term and thereafter re-negotiable on a daily basis.

Interest for 11 am Call Deposits is calculated daily and is payable as specified by you as follows:

- › by reinvesting in the Account
- › payable by cheque or direct credit to a nominated account (subject to the conditions for withdrawals in clause 6 above).

You may request the interest accrued on the Account for 11 am Call Deposits to be paid monthly or on the maturity of the Account. Such interest will be paid as soon as possible after the end of every month or the maturity date (whichever the case may be). If you have not provided instructions concerning the payment of interest and the original deposit prior to 11.00 am AEST on the maturity date, the accrued interest will be added to the original deposit to form a new 11 am Call Deposit amount at an interest rate determined by ANZ\*.

Interest accrued for Term Deposits is paid on maturity of the Account in accordance with your instructions by either adding the interest to the original deposit and reinvesting it for a further period or by crediting the interest to the account holder's nominated bank account (of the same name). If you have not provided instructions concerning interest, then the accrued interest will be added to the original deposit to form a new Term Deposit amount for the same period as the original deposit at an interest rate determined by ANZ\*.

Information on current interest rates is available from ANZ Market dealers on request.

\*The interest rate is determined by ANZ according to the market conditions and dollar volume of individual parcels.

ANZ may debit the Account with any applicable government fees, charges and taxes.

### 8 Tax File Numbers

The account holder may provide a tax file number. If the account holder is a trustee, the account holder should provide the tax file numbers of all the ultimate beneficiaries of the trust. If a tax file number is not provided, ANZ is obliged to deduct tax from interest earned at the full marginal rate and the medicare levy.

### 9 Anti-Money Laundering and Counter-Terrorism and Anti-Fraud Requirements

#### Anti-Money Laundering and Counter-Terrorism

You agree that ANZ may delay, block or refuse to process any transaction without incurring any liability if ANZ suspects that:

- (a) the transaction may breach any laws or regulations in Australia or any other country;
- (b) the transaction involves any person (natural, corporate or governmental) that is itself sanctioned or is connected, directly or indirectly, to any person that is sanctioned under economic and trade sanctions imposed by the European Union, the United States of America or any other country; or
- (c) the transaction may directly or indirectly involve the proceeds of, or be applied for the purposes of, conduct which is unlawful in Australia or any other country.

You must provide all information to ANZ which ANZ reasonably requires in order to manage its money-laundering, terrorism-financing or economic and trade sanctions risk to comply with any laws or regulations in Australia or any other country.

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Unless you have disclosed that you are acting in a trustee capacity or on behalf of another party, you warrant that you are acting on your own behalf when opening an Account.

You declare and undertake to ANZ that the processing of any transaction by ANZ in accordance with your instructions will not breach any laws or regulations in Australia or any other country.

### Fraud/Security

You are responsible for the accuracy and authorisation of all your instructions. ANZ will process your instructions based on the account number details provided by you. ANZ does not and cannot check that an account number matches any particular payee.

### 10 Statement Frequency

If the EFT Code applies to the Account (as set out in clause 2), a written confirmation will be issued to the account holder for every transaction. A written statement will be issued to the account holder at the end of every interest payment period, but in any event no less than every 6 months. The account holder may request more frequent statements, such as quarterly or monthly.

If there are apparent errors or unauthorised transactions shown on the confirmation or statement, the account holder must tell ANZ as soon as possible

### 11 Code of Banking Practice

If you are an individual or if you are using ANZ's products and services in connection with a small business, ANZ is bound by the Code of Banking Practice when it provides its products and services to you. A copy of the Code of Banking Practice is available on [anz.com](http://anz.com).

ANZ recommends that you read all documentation that is relevant to this product and ask us about any issues with respect to the product and documentation that concern you. ANZ advises you to notify ANZ promptly when you are experiencing financial difficulty.

### 12 Liability under the EFT Code

The following provisions apply if the EFT Code applies to the Account (as set out in clause 2).

These provisions deal with liability for electronic transactions not authorised by you ("unauthorised transactions"). Unauthorised transactions do not include any electronic transaction carried out by you, or by anyone performing an electronic transaction with your knowledge and consent.

### Unauthorised transactions

#### (a) When ANZ is liable

ANZ will be liable for losses incurred or suffered by the account holder that:

- › are caused by the fraudulent or negligent conduct of ANZ's employees or agents;
- › relate to any forged, faulty, expired or cancelled username or password;
- › arise from transactions that require the use of any password forming part of your electronic access that occur before you have

received the password (including a reissued password);

- › result from an electronic transaction being incorrectly debited more than once to the same account;
- › result from an unauthorised transaction that occurs after you have notified ANZ that any password has been misused, lost or stolen or that the security of the password has been breached; or
- › result from an unauthorised transaction if it is clear that you have not contributed to the losses.

#### (b) When the account holder has limited liability

If it is not clear whether you have contributed to the loss caused by an unauthorised transaction, the amount of the account holder's liability arising from the unauthorised transaction (where a password was required to perform the transaction) will be limited to the least of:

- › \$150;
- › the actual loss at the time ANZ is notified of the loss, theft or unauthorised use of the password or that the security of the password have been breached (but not that portion of the loss incurred on any one day that exceeds the daily transaction limit or other periodic limit (if any)); or
- › the balance of the account from which value was transferred in the unauthorised transaction.

#### (c) When the account holder is liable

If ANZ can prove on the balance of probability that you contributed to the loss arising from the unauthorised transaction:

- › through your fraud;
  - › by voluntarily disclosing one or more of the passwords in the electronic access to anyone, including a family member or friend;
  - › by keeping a record of all the passwords without making a reasonable attempt to protect the security of the password records on the one article, or on several articles, so that may be lost or stolen at the same time;
  - › by using your birth date or an alphabetic code which is a recognisable part of your name, as a password; or
  - › by otherwise acting with extreme carelessness in failing to protect the security of the password forming part of the electronic access, the account holder is liable for the actual losses which occur before ANZ is notified that a password forming part of your electronic access has been misused, lost or stolen or that security of password forming part of the electronic access had been breached, except for:
- › that part of the losses incurred on any one day which is more than the applicable daily transaction limit (if any);
  - › that part of the losses incurred in a period which exceeds any other periodic transaction limit applicable to that period;
  - › that part of the total losses incurred on an account which are more than the balance of the account (including any prearranged credit);
  - › losses incurred on any Account which ANZ and the account holder had not agreed could be accessed using the electronic access; or

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- › losses incurred as a result of conduct that ANZ expressly authorised you to engage in.

### **(d) Liability for unreasonably delaying notification**

If ANZ can prove on the balance of probability that you have contributed to a loss caused by an unauthorised transaction by unreasonably delaying notification:

- › that the security of your password forming part of the electronic access has been breached; or
- › of the loss or theft of a password forming part of the electronic access,
- › after you become aware of the loss, theft or breach, the account holder will be liable to ANZ for the actual losses incurred between:
- › the time you first became aware of any of the events described above, or in the case of loss or theft of the password, should reasonably have become aware of the loss or theft; and
- › the time ANZ is actually notified of the relevant event,

except for:

- › that part of the losses incurred on any one day which is more than the applicable daily transaction limit;
- › that part of the losses incurred in a period that exceeds any other periodic transaction limit(s) that apply to that period;
- › that part of the total losses incurred on an Account which is more than the balance of the Account; and
- › all losses incurred on any Account that the account holder and ANZ had not agreed could be accessed using the electronic access.

### **Liability caused by equipment malfunctions**

ANZ is responsible to you for any loss caused by a failure of ANZ's systems and equipment to complete a transaction accepted by ANZ's systems and equipment in accordance with your instructions. However, if you were aware, or should have been aware, that that ANZ's systems and equipment were unavailable for use or malfunctioning, ANZ's responsibility will be limited to correcting errors in the Account and refunding any charges or fees imposed as a result.

### **Investigation**

If, as a result of its investigation in accordance with this clause, ANZ concludes that it has incorrectly debited or credited an Account, ANZ will, after taking account of the allocation of liability under this clause, promptly make an adjustment to the Account (including appropriate adjustment of the Account for interest or charges) and give the account holder written details of the correction. If, after completion of an investigation, ANZ concludes that the account holder is liable under clause 12, for all or part of the disputed amount, ANZ will make copies of any document or evidence on which the decision was based available to the account holder. ANZ will also investigate ANZ's systems and equipment to establish whether there was any system or equipment malfunction at the time of the transaction and advise you in writing of the outcome of this enquiry.

### **13 Error or Dispute Resolution**

If you believe an error has occurred in any electronic transaction, you should promptly contact an ANZ Markets dealer or by visiting any ANZ branch.

To assist ANZ's investigations, you will need to give the following information:

- › your name, address and Account details;
- › details of electronic access used, including the name of the ANZ Markets dealer who executed your instructions (if known);
- › details of the transactions in question; and
- › the amount of the suspected error or disputed transaction.

ANZ may also ask you to supply further information.

If you tell ANZ about the suspected error or disputed transaction verbally, ANZ may request that the account holder send ANZ details of the complaint or question in writing. However this will not delay the commencement of ANZ's investigation, provided that you have been able to give the information listed above.

If ANZ is unable to resolve a dispute immediately to your satisfaction, ANZ will provide the account holder with a written notice setting out the steps that will be followed by ANZ to investigate and resolve the dispute.

Within 21 business days of receiving all relevant details of the complaint or question from you, ANZ will notify you in writing of either the outcome of the investigation and details of the reasons for ANZ's decision or that more time is needed to complete the investigation. Unless there are exceptional circumstances, the investigation should not take more than 45 days from receipt of all relevant details of your complaint. If there are exceptional circumstances, and the investigation takes more than 45 days, ANZ will tell you the reasons for the delay, and give you monthly updates on the progress of the investigation and a date when a decision can be reasonably be expected, unless ANZ is waiting for a response from you and you have been advised of this. If the account holder is not satisfied with the outcome of ANZ's investigation, the account holder may request a review of the decision by ANZ's senior management with appropriate powers to resolve the dispute.

### **Investigation**

If, as a result of its investigation in accordance with this clause, ANZ concludes that it has incorrectly debited or credited an Account, ANZ will, after taking account of the allocation of liability under this clause, promptly make an adjustment to the Account (including appropriate adjustment of the Account for interest or charges) and give the account holder written details of the correction. If, after completion of an investigation, ANZ concludes that the account holder is liable under clause 12, for all or part of the disputed amount, ANZ will make copies of any document or evidence on which the decision was based available to the account holder. ANZ will also investigate ANZ's systems and equipment to establish whether there was any system or equipment malfunction at the time of the transaction and advise you in writing of the outcome of this enquiry.

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### 14 Variation of Terms & Conditions

ANZ may vary these terms & conditions at any time by giving you not less than:

- › (a) seven (7) days; or
- › such period as required by law, the Banking Code of Practice or the EFT Code,

whichever is the greater period, notice in writing from the date of the notice before the variation takes effect. Any continued use by you of the Account after the end of the notice period is an acceptance of the variation.

ANZ does not need to give you advance notice where an immediate change to these terms & conditions is necessary to restore or maintain the security of ANZ's systems or one or more Accounts.

### 15 Notice

Any notice given or demand made by ANZ may be made personally, by facsimile or by pre-paid letter mailed to your last notified address or facsimile number as the case may be. Such notice or demand is deemed to be given on the same day of transmission if sent by facsimile or by personal delivery; or in the due course of post in the case of pre-paid letter mailed to you.

ANZ may give notice by electronic communication to your last known e-mail address if you have agreed to it. ANZ may do this by posting such notice on the ANZ Market's web page. If ANZ does this it will advise you by electronic communication and provide you with an electronic link to the notice. Notice is deemed to be given at the time the electronic communication is sent to you by ANZ.

### 16 Jurisdiction

The Account and these terms and conditions are subject to the laws of the State of Victoria, and the parties agree to submit to the non-exclusive jurisdiction of the courts of Victoria.

### 17 Privacy Disclosure

#### (a) Collection of your information by ANZ

ANZ may collect information about you:

- › to assist in providing information about a product or service;
- › to consider your request for a product or service;
- › to enable ANZ to provide a product or service;
- › to perform other administrative and operational tasks (including risk management, systems development and testing, credit scoring, staff training, and market or customer satisfaction research);
- › to prevent or investigate any fraud or crime (or a suspected fraud or crime); and
- › as required by relevant laws, regulations, Codes and external payment systems.

#### (b) Absence of relevant information

If you do not provide some or all of the information requested, ANZ may be unable to provide you with a product or service.

#### (c) Disclosures by ANZ

Subject to ANZ's general duties of confidentiality towards their customers, ANZ may need to disclose your information to:

- › any service provider ANZ engages to carry out or assist its functions and activities;
- › regulatory bodies, government agencies, law enforcement bodies and courts;
- › other parties ANZ is authorised or required by law to disclose information to;
- › other financial institutions (such as banks);
- › your authorised agent, executor, administrator or legal representative.

#### (d) Accessing your information held by ANZ

Subject to the provisions of the Privacy Act (if applicable), you may access your information at any time by contacting the ANZ Relationship Manager or asking to do so at any ANZ branch. ANZ may charge you a reasonable fee for access. If you can show that information about you is not accurate, complete and up to date, ANZ will take reasonable steps to ensure it is accurate, complete and up to date.

#### (e) Collecting your sensitive information

If you are an individual, ANZ will not collect sensitive information about you, such as health information, without your consent.

#### (f) Where you supply ANZ with personal information about someone else

If you give ANZ personal information about someone else or direct someone else to give their personal information to ANZ, you will tell that person that:

- (a) ANZ is holding personal information about that person;
- (b) personal information collected about that person will be used for the primary purpose of ANZ providing the service contemplated by this Agreement;
- (c) the person can access their information at any time by contacting the ANZ Relationship Manager or asking to do so at any ANZ branch. ANZ may charge a reasonable fee for access;
- (d) if the person can show that information about the person is not accurate, complete and up to date, ANZ will take reasonable steps to ensure it is accurate, complete and up to date; and
- (e) ANZ may give that person's information to any contractor or service provider ANZ engages to provide services connected with your relationship with ANZ.

#### (g) Consent to certain disclosures of information

You agree that ANZ may give your information any contractor or service provider ANZ engages to provide services connected with your relationship with ANZ.