

# online@anz Trade Services Instructions for Australia

Version: January 2009



ANZ recommends that You read all relevant documentation that is provided to You and that You ask ANZ about any issues that concern You.

These are Instructions referred to in the ANZ Group Internet Product Terms (the “**AGIP Terms**”). These Instructions should be read in conjunction with the AGIP Terms and the User Guide.

Please note that capitalised terms in these Instructions have the meaning given in the AGIP Terms or in the glossary appearing at the end of these Instructions.

## 1. Access Conditions

- 1.1 You may structure the access requirements for online@anz Trade Services so that more than one item of Agreed Identification must be used before certain actions or access (either to online@anz Trade Services or a Linked Account) can be carried out (eg. by use of two Certificates or two usernames and passwords). The structure to be adopted is at Your absolute discretion and risk.
- 1.2 You must provide all equipment, software, services and communications facilities necessary or desirable to access online@anz Trade Services, unless they are provided by ANZ. Anything provided by You must comply with the specifications set by ANZ.
- 1.3 You must, at Your own cost, make sure that all Authorised Officers have the knowledge and skill to use online@anz Trade Services and AGIPs properly and efficiently.
- 1.4 You must not set Access Levels or Functionality which have been disapproved by ANZ.
- 1.5 You must not submit to ANZ any transaction(s) or instruction(s) which are outside or contrary to any Access Levels.
- 1.6 You must only allow online@anz Trade Services, AGIPs and Linked Accounts to be used solely and exclusively for business purposes.
- 1.7 ANZ will perform maintenance on software and hardware used by ANZ to provide online@anz Trade Services during the hours notified on the ANZ Website from time to time (“**Regular Maintenance**”). ANZ may also perform maintenance at any other times if ANZ thinks it is necessary or desirable. During these maintenance times, You will be unable to access online@anz Trade Services or any AGIPs. ANZ may change the time during which Regular Maintenance will be performed by posting a notice of such change on the ANZ Website.
- 1.8 You are responsible for ensuring that You have adequate contingency plans to enable You to make business transactions by other means during the times at which online@anz Trade Services or any AGIPs are unavailable.
- 1.9 ANZ will provide support in relation to online@anz Trade Services at levels and of a nature that ANZ decides is suitable. ANZ may charge a separate fee for the use or availability of this support (see clause 7 below).

## 2. Security – Your obligations

- 2.1 You must ensure that each item of Agreed Identification is kept completely secure and confidential and that it is only used by the one person authorised to use that item of Agreed Identification in accordance with the AGIP Terms, the Identification Agreement and the Instructions. You must contact the Customer Service Centre immediately You suspect that either the security of an item of Agreed Identification may have been compromised or that an unauthorised use may have occurred.
- 2.2 You must not supply any item of Agreed Identification to any person other than strictly in accordance with the procedures specified in the Instructions or relevant Identification Agreement.
- 2.3 You are responsible for Your own personal computer anti-virus and security measures and those of any User, in order to protect You from viruses and to prevent unauthorised access via online@anz Trade Services or SAAM to Your transactions and Linked Accounts.
- 2.4 You must reconcile Your records in respect of and review the use of each Linked Account every 30 days and must notify ANZ immediately if:
  - (a) there has been any alleged omission from, or debit wrongly made, in any transaction using any Linked Account; or
  - (b) any unauthorised transaction has been effected in respect of any Linked Account.

Except to the extent notified by You pursuant to this clause 2.4 at the end of each month or any bank fees or charge incorrectly debited or credited by ANZ, the accounts kept by ANZ will be conclusive evidence without any further proof that all entries in the Linked Accounts are correct and ANZ will be free from all claims in respect of the Linked Accounts.

## 3. Authorised Officers

- 3.1 You must nominate one or more people to act as Your Authorised Officer. The Authorised Officer may appoint additional Authorised Officers and Users and generally administer all Linked Accounts. This administration may involve an Authorised Officer requesting that ANZ add new Linked Accounts or delete existing Linked Accounts to the online@anz Trade Services facilities available to You, and authorising Access Levels.
- 3.2 Your initial Authorised Officers are specified in the online@anz Trade Services Application and Customer Agreement. You may appoint additional Authorised Officers from time to time by complying with the requirements specified in the online@anz Trade Services Application and Customer Agreement, the AGIP Terms and these Instructions.
- 3.3 You must not allow an Authorised Officer to act in that capacity before ANZ is satisfied that he or she has been adequately identified in terms of the Identification Requirements.
- 3.4 You must ensure that each Authorised Officer strictly complies with all obligations imposed on You and the Authorised Officers by the AGIP Terms, the Instructions, the Identification Requirements (where applicable), the Identification Agreement and with any terms and conditions applicable to Linked Account(s).



## 4. User(s)

- 4.1** You are responsible for the appointment and administration of Your Users in accordance with this part 4. If required by ANZ, You must notify ANZ of each User with Value Access (and the Access Level granted by You to each of them).
- 4.2** You must ensure that ANZ is satisfied that Users with Value Access have been adequately identified in terms of the Identification Requirements before he or she is able to act in that capacity. ANZ may deny Value Access to any User who is not identified to ANZ's satisfaction and You must take all steps to ensure that Value Access is denied if required by ANZ.
- 4.3** You must ensure that each User complies strictly with all requirements applicable to You or Users by the AGIP Terms, the Instructions, the Identification Agreement and with any terms and conditions applicable to Your Linked Account(s).
- 4.4** online@anz Trade Services may only be used in conjunction with Linked Accounts. All banking conditions, account operating authorities, credit or other arrangements between You and ANZ will continue to apply except to the extent these arrangements have been modified by the AGIP Terms. ANZ may impose specific Transaction Limits on Your use of online@anz Trade Services or any Linked Account but is not required to do so.
- 4.5** ANZ is not required to process any instruction or transaction initiated by a User if ANZ considers that the instruction or transaction is incomplete, inaccurate or not permitted by the AGIP Terms, Transaction Limits or authorities applicable to the relevant Linked Account. ANZ may, but is not required to, check any instruction or ask for further instructions prior to attempting to implement those instructions or transactions.
- 4.6** It is Your responsibility to allow sufficient time for processing instructions issued by each User and to ensure that all instructions are received by ANZ prior to the time indicated on the ANZ Website (or otherwise notified to You) as the time by which instructions must be received. Transactions and instructions which are not fully authorised will not be considered received by ANZ. Once ANZ processes instructions or transactions, any delays outside ANZ and ANZ's systems are outside the control of ANZ and ANZ is not responsible for any resulting losses or expenses incurred by You.
- 4.7** All information accessible through online@anz Trade Services (including but not limited to information and balances relating to Linked Accounts) reflects information which has been processed through ANZ's (or, where applicable, its contractors') systems at the time that the information is obtained. Transactions or information which have not been processed will not be reflected.

## 5. Property rights

- 5.1** Any secure access token and materials supplied by ANZ to You, any future revisions and any other additional material of any nature that You may receive from ANZ in respect of online@anz Trade Services or SAAM is, and remains, the exclusive property of ANZ.
- 5.2** You do not receive any rights other than those granted to You under the AGIP Terms or under law. In return for Your compliance with the AGIP Terms and the payment of all fees related to the provision of online@anz Trade Services, ANZ grants to You and all Users a non-exclusive licence to use online@anz Trade Services and use and copy all associated Software solely for the purpose of using online@anz Trade Services. You must not copy, alter, modify or disassemble the Software or distribute it to third parties except to the extent authorised by law.
- 5.3** If ANZ requires You to accept in writing any change to these terms and conditions or Instructions, and if You do not notify ANZ of Your acceptance of the change by the date on which the change becomes effective, then ANZ may suspend access to online@anz Trade Services and, at its discretion, may terminate Your right to use online@anz Trade Services. Any Authorised Officer may give notice of acceptance of any change to ANZ on Your behalf.

## 6. Third Party Proprietary Material

- 6.1** You must comply with any licence agreement that applies to any third party proprietary material relating to online@anz Trade Services (including but not limited to any software) which ANZ makes available to You.

## 7. Fees and charges

- 7.1** You agree to pay to ANZ all fees and charges which apply in respect of the provision of online@anz Trade Services to You. You authorise ANZ to debit Your specified account for these fees and charges.
- 7.2** The relevant fees and charges which currently apply in respect to online@anz Trade Services are contained in the most recently published version of the ANZ International Trade Services booklet. (For a copy, ask Your Relationship Manager or Product Specialist).
- 7.3** ANZ may vary these fees and charges and may introduce new fees and charges. If ANZ does so, ANZ will give You 30 days prior notice.
- 7.4** ANZ must, upon Your request, provide to You details of the then current fees and charges.

## 8. Notices

- 8.1** Any notice or other communication in relation to online@anz Trade Services must be in writing in English, signed by or on behalf of the sender and delivered in a manner set out in clause 8.2 and 8.3 or as otherwise permitted by law. Notices and other communications in relation to online@anz Trade Services may be delivered personally, by pre-paid post or by email. If the AGIP Terms contain any specific provisions for notices or communications then those provisions must be complied with.
- 8.2** Notices to be served upon You other than by email may be addressed to Your registered office, Your address shown in the online@anz Trade Services Application and Customer Agreement or any address notified by You to ANZ for receiving mail. Notices may also be served upon You electronically by sending an email to the current email address of any Authorised Officer notified to ANZ. Notices of changes to these Instructions may also be served by being posted on the ANZ Website or by press advertisement.
- 8.3** Notices to be served upon ANZ must be served to the most recent address for service or email address for service of notices for online@anz Trade Services as specified on the ANZ Website from time to time. If the ANZ Website specifies different methods for giving different types of notice, those methods must be complied with.
- 8.4** A notice under this clause 8 is regarded as being given by the sender and received by the addressee:
- (1) if by personal delivery, when delivered to the addressee;
  - (2) if by post, on the third day after posting;
  - (3) if by an electronic messaging system that contains a delivery verification function, on the generation by the electronic messaging system of a delivery verification notice or log entry, or other confirmation; or
  - (4) if by e-mail or other electronic messaging system (other than those referred to in clause 8.4(4)), when sent to the recipient's applicable electronic address,

but, if the delivery or receipt is on a day which is not a Banking Business Day or is after 4.00 pm (addressee's time), it is regarded as received at 9.00 am on the following Banking Business Day. For the sake of certainty, where the notice is sent to an individual's email address, it is not necessary for the individual to have opened or read the email for service to be effective.

- 8.5** A notice transmitted by facsimile, email or other electronic messaging system is regarded as legible unless within 12 hours after the transmission is received or regarded as received the addressee:
- (1) gives a notice to the sender informing the sender that it is not legible; and
  - (2) telephones the sender and informs the sender that it is not legible.

For the purposes of this clause 8, a notice transmitted by facsimile, email or other electronic messaging system constitutes writing.

- 8.6** For the sake of certainty, notices in relation to matters pertaining solely to the AGIP Terms must be served in accordance with the AGIP Terms and not in accordance with these Instructions. If a notice given by ANZ relates to matters pertaining to both the AGIP Terms and online@anz Trade Services, then the notice may be served in accordance with the AGIP Terms or both in accordance with the Term of Use and these Instructions. If a notice given by You relates to matters pertaining both to the AGIP Terms and online@anz Trade Services, then You must give notice where appropriate under both the AGIP Terms and these Instructions.

## 9. Anti-money laundering and Sanctions

- 9.1** 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 and regulations applicable to that transaction;
  - (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 United Nations, the European Union or any country; or
  - (c) the transaction may directly or indirectly involve the proceeds of, or be applied for the purposes of, unlawful conduct.
- 9.2** You must provide all information to ANZ which ANZ reasonably requires in order to manage anti-money laundering, counter-terrorism financing and economic and trade sanctions risk or to comply with any laws and regulations applicable to a transaction.
- 9.3** 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 in entering into this agreement.
- 9.4** You declare and undertake to ANZ that processing of any transaction by ANZ in accordance with your instructions will not breach any laws or regulations applicable to the transaction.

## 10. Complaint resolution procedure

If ANZ makes a mistake, or ANZ's product or service doesn't meet Your expectations, ANZ wants to know.

For the fastest possible resolution to Your complaint, ANZ recommends You:

- Talk to Your Relationship Manager or Product Specialist; or
- If unable to do so, talk to Your Relationship Manager's or Product Specialist's immediate supervisor.

If the complaint can't be resolved promptly Your Relationship Manager or Product Specialist (or their supervisor), will take responsibility and work with You to fix the matter quickly. ANZ's aim is to resolve any complaint within 10 working days.

If this is not possible, ANZ will keep You informed on the progress of the matter and how long ANZ expects it will take to resolve Your complaint.



### Financial Services Dispute Resolution Schemes

If You are not satisfied with the steps taken by ANZ to resolve a complaint, or with the result of ANZ's investigation, You may wish to contact an alternative dispute resolution scheme, such as:

Australian Banking Industry Ombudsman Limited  
GPO Box 3A  
Melbourne Vic 3001  
Telephone: 1300 780 808  
Fax: +61 3 9613 7345  
Internet: <http://www.abio.org.au/>

## 11. Confidentiality and privacy

**11.1 (Collection of Your information by ANZ)** ANZ may collect Your information:

- 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 tell You about other products or services that may be of interest to You;
- to assist in arrangements with other organisations (such as loyalty partners) in relation to the promotion and provision of 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.

**11.2 (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.

**11.3 (Disclosures by ANZ)** Subject to ANZ's general duties of confidentiality towards their customers, ANZ may need to disclose Your information to:

- credit reporting or debt collecting agencies;
- an organisation that is in an arrangement or alliance with ANZ 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 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.

**11.4 (Accessing Customer's 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.

**11.5 (Collecting Your sensitive information)** If You are an individual, ANZ will not collect sensitive information about You, such as health information, without Your consent.

**11.6 (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 services 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.

**11.7 (Your consent to certain disclosures of information)** You agrees that ANZ may give Your information to the following people and authorises these people to have access to Your information:

- any contractor or service provider ANZ engages to provide services connected with Your relationship with ANZ; and
- ANZ's related companies or alliance partners to enable them to decide if they want ANZ to tell You about a product or service. Where You does not want ANZ to tell You about its products or services or those of its related companies or alliance partners, You may withdraw Your consent by calling 133 199 at any time.

## 12. Amendments

ANZ may alter or change the terms and conditions of this document by providing 30 days written notice to You.



### 13. Code of Banking Practice

If You are an individual or 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).

### Glossary

- (1) **AGIP Terms** means the ANZ Group Internet Product Terms which apply to [online@anz](mailto:online@anz) Trade Services from time to time.
- (2) **Banking Business Day** means a day on which ANZ is open for ordinary business in the place where the relevant notice is received. For this purpose, an email is deemed to be received in the location where the addressee ordinarily accesses the message.
- (3) **Credit Limit** means with respect to any account or facility accessible to You using [online@anz](mailto:online@anz) Trade Services, the credit limit (if any) approved by the institution where the account or facility is maintained.
- (4) **Customer Service Centre** means ANZ's customer service centre facility available to customers to assist with enquiries related to [online@anz](mailto:online@anz) Trade Services. Contact details for Your Service Centre are available on the ANZ Website.
- (5) **Nominated Account** means the bank account maintained by You with ANZ and specified as the "Nominated Account" in the [online@anz](mailto:online@anz) Trade Services Application and Customer Agreement.
- (6) **[online@anz](mailto:online@anz) Trade Services** means the internet based method of that name by which customers may conduct international trade related transactions.
- (7) **[online@anz](mailto:online@anz) Trade Services Application and Customer Agreement** means the document of that name by which You applies to ANZ to use [online@anz](mailto:online@anz) Trade Services, and under which ANZ grants such use.
- (8) **Software** means all software which is owned by ANZ or which ANZ is entitled to grant licences to use in relation to Your or any Authorised User's use of [online@anz](mailto:online@anz) Trade Services.
- (9) **Transaction Limits** means the credit limits which ANZ allows You on value transactions from time to time.
- (10) **User Guide** means the guide and related materials and documents produced and updated by ANZ from time to time to assist in the use of [online@anz](mailto:online@anz) Trade Services.
- (11) **You** means You as defined in the AGIP Terms.

Open partnerships  
Open possibilities

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