

# ***ANZ Internet Banking Terms and Conditions***

Effective March 2009

(China, Hong Kong, Japan, Philippines, Singapore and Taiwan Edition)

## ***1. ANZ Internet Banking General Terms and Conditions***

### ***1.1 Introduction***

#### **1.1.1 About the ANZ Internet Banking Terms and Conditions**

These terms and conditions apply to your use of the ANZ Internet Banking service (the “**Terms and Conditions**”). It is important that you read these Terms and Conditions before you use ANZ Internet Banking. If you do not understand, or are unsure about any aspect of these Terms and Conditions, do not hesitate to ask ANZ to clarify the matter for you.

These Terms and Conditions apply together with any terms and conditions applicable to the Account(s) which you have nominated to be linked on ANZ Internet Banking. Your Account terms and conditions are available upon request at your ANZ branch. Depending on where your Prime Account is opened and held with ANZ, other ANZ Internet Banking Country Specific Terms and Conditions in section 2 of this document may also apply.

Unless otherwise specified, if there is an inconsistency between these Terms and Conditions and the terms and conditions applicable to the Account(s) which you have nominated to be linked on ANZ Internet Banking, these Terms and Conditions will prevail for all transactions using the ANZ Internet Banking service. In addition to these Terms and Conditions, other terms and conditions, including those implied by law apply.

#### **1.1.2 Availability of ANZ Internet Banking in your jurisdiction**

ANZ's provision of ANZ Internet Banking in the jurisdictions specified at the beginning of this document is subject to regulatory approval. As such at the time of your registration to the service, ANZ Internet Banking may not be available in all of those jurisdictions and you may not be able to link your Account(s) opened and held with ANZ in those jurisdictions on ANZ Internet Banking. ANZ will notify you as and when ANZ Internet Banking is available in the relevant jurisdiction(s) when regulatory approval has been granted to ANZ. Please contact your ANZ branch for further information.

#### **1.1.3 When these ANZ Internet Banking Terms and Conditions apply**

ANZ will notify you in writing of the date in which each of your nominated Account(s) has been successfully linked on ANZ Internet Banking. You agree that on and from that date, transactions conducted on your linked Account(s) through ANZ Internet Banking will be subject to these Terms and Conditions.

#### **1.1.4 Acceptance of these Terms and Conditions**

By ticking the “I accept to be bound to the ANZ Internet Banking Terms and Conditions” box and clicking the “Accept” button on the ANZ Internet Banking Web Site, you acknowledge that you have read, understood and agree to be bound by these Terms and Conditions. Where ANZ requires you to use a Security Device, you will also be bound by these Terms and Conditions in this document relating to the use of a Security Device.

### ***1.2 Definitions***

In these Terms and Conditions, the following definitions apply unless otherwise stated:

**Account(s)** means all bank accounts, including the Prime Account, held with ANZ, which are able to be linked on ANZ Internet Banking, and which the Account Holder has nominated to be linked on ANZ Internet Banking.

**Account Holder** means the person or entity in whose name the Account has been opened and who is responsible for the Account under the relevant Account authority.



**Account Signatory** means the person or persons who is authorised to operate the Account Holder's Account(s) with ANZ under the relevant Account authority.

**ANZ** means Australia and New Zealand Banking Group Limited ABN 11 005 357 522 operating in the jurisdiction where your Account is opened and held, namely either in China, Hong Kong, Japan, Philippines, Singapore or Taiwan.

**ANZ Business Day** is any day excluding public holidays or any day on which ANZ is not open for business in at least one of its branches in the relevant jurisdiction where your Account is opened and held with ANZ.

**ANZ Internet Banking** means banking services in respect of Account(s) provided by ANZ via the Internet and accessible at the URL address of the jurisdiction which your Prime Account is opened and held with ANZ, as listed at the end of this document.

**Apply for a Term Deposit Request** means the function available through ANZ Internet Banking for personal Account Holders through which you can submit an application for an ANZ Term Deposit Account to be opened with ANZ in the jurisdiction where your Funding Account is domiciled, being the nominated ANZ Account through which your original investment amount for the ANZ Term Deposit will be debited from if your request is approved by ANZ.

**Authorised User** for the purposes of ANZ Internet Banking means a person or persons authorised by the Account Holder to access the Account Holder's nominated linked Accounts through ANZ Internet Banking in accordance with clause 1.5.1.

**Force Majeure** means any act of nature, war, riot, sabotage, revolution, or any other unlawful act against public order or authority, an industrial or labour dispute, a governmental restraint, civil unrest, power shortages or power failure, sudden or unexpected system failure, or any other event or cause which is not within the reasonable control of ANZ or you.

**Funding Account (or From Account)** means the Account which you have nominated for funds to be debited for transactions conducted through ANZ Internet Banking.

**Funds Transfer Between My Accounts** means the function available through ANZ Internet Banking through which transfer of funds can be made between your eligible nominated linked Account(s) opened and held with ANZ in the same jurisdiction and in the same currency, including transfer of funds to your nominated linked ANZ credit card Account (where applicable).

**International Transfer Request** means the function available through ANZ Internet Banking through which you may lodge instructions to ANZ to transfer funds in local or foreign currency from eligible nominated linked Account(s) opened and held with ANZ to third parties' account(s) held at local licensed financial institutions or financial institutions outside the jurisdiction in which you are domiciled, which will accept such transfers.

**Law** means any law, legislation, regulation, proclamation, ordinance, by law, rule, instrument, official directive, ruling, code of practice, code of conduct or prudential requirement in force in the jurisdiction where your Account is opened and held with ANZ.

**Local Transfer Request** means the function available through ANZ Internet Banking (excluding Accounts held and opened with ANZ in Taiwan and Japan) through which you may lodge instructions to ANZ to transfer funds in local currency from eligible nominated linked Account(s) opened and held with ANZ to third parties' account(s) held at local licensed financial institutions in the same jurisdiction, which will accept such inter-bank transfers.

**Maintain Your Term Deposits Request** means the function available through ANZ Internet Banking for Account Holders through which you can lodge instructions to ANZ to maintain and terminate your existing ANZ Term Deposit Account opened and held with ANZ. Accounts opened and held with ANZ in Japan may not be terminated through lodging a Maintain Your Term Deposits Requests through ANZ Internet Banking.

**Non Value Access** means where the Account Holder and/or an Authorised User is able to only view the information about the Account Holder's nominated linked Account(s) through ANZ Internet Banking.

**Password** means a sequence of a minimum of 8 and a maximum of 16 characters (consisting of both alpha and numeric) to access ANZ Internet Banking and includes the password first issued by ANZ to you to access ANZ Internet Banking.

**Prime Account** means the Account nominated by the Account Holder as the primary linked Account for the purposes of ANZ Internet Banking



**Security Device** is a physical device which generates random numbers issued to you by ANZ, if required, which must be used together with your User ID and Password to access ANZ Internet Banking (where applicable).

**Security Device Code** means a number generated by a Security Device or a substituted temporary device code provided by ANZ (where applicable).

**User ID** is the first eight digit number issued by ANZ to you, and includes the number customised by you through ANZ Internet Banking consisting of minimum of 9 and a maximum of 32 characters which enables ANZ to identify you when you access ANZ Internet Banking.

**Value Access** means where:

- (a) an Account Holder can fully operate and transact on the nominated ANZ account on ANZ Internet Banking; or
- (b) an Authorised User has been authorised by the Account Holder to operate on the Account Holder's nominated linked Account(s) through ANZ Internet Banking subject to multiple authorisation requirements nominated by the Account Holder for authorisation of transactions and the function level assigned to the Authorised User by the Account Holder in accordance with clause 1.5.1(2).

**You** means, unless the context requires otherwise, means the Account Holder and each Authorised User ("**your**" has a corresponding meaning).

### **1.3 Initial Access to ANZ Internet Banking**

Unless otherwise noted in the ANZ Internet Banking Country Specific Terms and Conditions in Section 2 of this document, you can access ANZ Internet Banking using the User ID and temporary Password issued to you by ANZ following registration. When you first access ANZ Internet Banking, you will be required to accept the ANZ Internet Banking Terms and Conditions, change the temporary Password and select a new Password comprising of both alpha and numeric characters with a minimum of 8 and a maximum of 16 characters long.

### **1.4 Nominated Accounts**

#### **1.4.1. General**

ANZ Internet Banking is only available on Accounts which you nominate to be linked and which are available for access on ANZ Internet Banking.

Account(s) opened and held with ANZ in the following jurisdictions, namely China, Hong Kong, Japan, Philippines, Singapore and Taiwan may be linked together on ANZ Internet Banking, unless:

- (a) this is prohibited by Law;
- (b) ANZ, at its sole discretion, restricts or does not approve the Accounts you have nominated to be linked on ANZ Internet Banking; or
- (c) at the time of your registration to ANZ Internet Banking, ANZ Internet Banking is not available in the jurisdiction in which your Account(s) is opened and held with ANZ as it is subject to regulatory approval;

in which case ANZ will notify you of such restriction or non approval and when the nominated Account(s) has been successfully linked on ANZ Internet Banking.

ANZ may also restrict your use of ANZ Internet Banking on a nominated linked Account. For instance, ANZ may limit the amount of any type of transaction on a nominated linked Account.

Subject to the other terms and conditions set out in the ANZ Internet Banking Country Specific Terms and Conditions which may also apply depending on where your Prime Account is opened and held with ANZ, you must also nominate one (1) of the nominated Account(s) linked on ANZ Internet Banking as the Prime Account.

#### **1.4.2. Joint Personal Accounts**

Where the Account Holder is an individual, and the Account(s) nominated to be linked on ANZ Internet Banking is held jointly with one or more persons and are not single signing authority, the Account Holder will be granted with only Non Value Access to those Account(s) on ANZ Internet Banking.



## 1.5 Authorised User(s)

This clause 1.5 only applies to where the Account Holder is an entity, and has nominated another person or persons as an Authorised User.

All Authorised Users must comply with the Law and ANZ's customer identification requirements, except where an Authorised User has been nominated as a Business Operator as referred to in clause 1.5.1(3).

### 1.5.1 Nomination

- (2) Each Authorised User will be assigned by the Account Holder with either Non Value Access or Value Access for each nominated linked Account on ANZ Internet Banking (the "**Access Levels**"). The Access Levels assigned is subject to approval by ANZ and any requirements and restrictions set out in the relevant Account authority.
- (3) An Account Holder may appoint an Authorised user as an Authorised Signatory, Business Administrator or Business Operator (the "**Function Levels**"), and subject to the Access Levels assigned to the Authorised User for the particular nominated linked Account in accordance with clause 1.5.1(1), these Authorised Users will be able to perform the following functions through ANZ Internet Banking:
  - (a) **Authorised Signatory (Level 1)**: can view, initiate and authorise transactions through ANZ Internet Banking;
  - (b) **Authorised Signatory (Level 2)**: can view and authorise transactions ANZ through ANZ Internet Banking;
  - (c) **Business Administrator (Level 1)**: can set up Business Operators, view, initiate and authorise transactions through ANZ Internet Banking;
  - (d) **Business Administrator (Level 2)**: can set up Business Operators, view and initiate transactions through ANZ Internet Banking; or
  - (e) **Business Administrator (Level 3)**: can set up Business Operators and view transactions through ANZ Internet Banking.
- (4) Business Operators are individuals appointed and maintained by Business Administrators through ANZ Internet Banking, and therefore are not recorded on the relevant Account authority or the registration of ANZ Internet Banking form. Business Operators are permitted to view transactions or view and initiate transactions on the Account Holder's nominated linked Account(s) through ANZ Internet Banking only and not through any other means. ANZ accepts no liability or responsibility for any functions conducted or transactions initiated by a Business Operator through ANZ Internet Banking.
- (5) Where an Authorised User (excluding Business Operators) is granted Value Access to the Account Holder's nominated Account on ANZ Internet Banking, he/she must be an Account Signatory for that particular nominated linked Account and will be subject to limits that are applicable for transactions initiated and/or authorised through ANZ Internet Banking under clause 1.6.
- (6) For the avoidance of any doubt, the Access Level, the Function Level and any limits pursuant to clause 1.6 which may apply for transactions initiated and/or authorised by an Authorised User through ANZ Internet Banking is applicable for the Authorised User's use and operation of ANZ Internet Banking only and may differ from the level of authority granted to that person for functions and/or transactions conducted outside ANZ Internet Banking.

### 1.5.1 User ID and Passwords for Authorised Users

Unless otherwise noted in the ANZ Internet Banking Country Specific Terms and Conditions in section 2 of this document, Authorised Users will be issued with their own User ID and temporary Password. When the Authorised User first accesses ANZ Internet Banking, the Authorised User must use their User ID and temporary Password and will then be required to accept the ANZ Internet Banking Terms and Conditions, change the temporary Password and select a new Password of his/her choice comprising of both alpha and numeric characters between 8 to 16 characters long.

### 1.5.2 Responsibility of Authorised Users

The Account Holder is responsible for the operation of the Account Holder's nominated linked Account(s) through ANZ Internet Banking by each Authorised User in accordance with the Authorised User's assigned Access Level, Function Level and any limits pursuant to clause 1.6 which may apply, including proper use and storage of the Authorised User's User ID, Password, Security Device and Security Device Code (where required by ANZ). ANZ accepts no liability for any errors or losses suffered by the Account



Holder if an Authorised User acts outside the Authorised User's assigned Access Level, Function Level and any limits that may apply on ANZ Internet Banking. The Account Holder is also responsible for ensuring that each Authorised User complies with all obligations and responsibilities imposed on the Account Holder and the Authorised User under these Terms and Conditions.

The Account Holder may cancel or change an Authorised User's nomination, including the Authorised User's Access Level and Function Level by sending a written request to an ANZ branch. ANZ may take several ANZ Business Days to process this request. If an Authorised User is a Business Administrator, he/she may cancel the Business Operator's use of ANZ Internet Banking at any time through ANZ Internet Banking.

It is the responsibility of the Account Holder to ensure that ANZ is informed immediately in writing whenever there is a change to the Authorised Users, including the Authorised User's assigned Access Level and Function Level. ANZ will not be responsible for any errors or losses associated with such changes where ANZ has not received prior written notice.

## **1.6 Limits**

Unless the Account Holder has made subsequent arrangements with ANZ for an increased or decreased limit, all transactions conducted through ANZ Internet Banking is subject to:

- (a) a Daily Limit being the maximum daily cumulative amount for all transactions initiated through ANZ Internet Banking, excluding Funds Transfers Between My Accounts transactions. The Daily Limit is applicable for all Account Holders (individuals and entities) registered for ANZ Internet Banking;
- (b) an Account Limit being the maximum daily cumulative amount for all transactions initiated through ANZ Internet Banking, excluding Funds Transfers Between My Accounts transactions, and is only applicable if the Account Holder registered for ANZ Internet Banking is an entity; and
- (c) an Authorisation Limit being the maximum limit that an Authorised User may authorise per transaction through ANZ Internet Banking and is only applicable if the Account Holder registered for ANZ Internet Banking is an entity;

as agreed between the Account Holder and ANZ upon registration of ANZ Internet Banking subject to any transfer limit imposed by Law.

The above limits which apply for ANZ Internet Banking may be different, but must always be equal to or less than, the limits provided for each Account authority held by ANZ. Where ANZ Accounts held and opened with ANZ in different jurisdictions and linked to a single User ID, the lowest limit recorded in the Account authority held with ANZ shall apply.

To the extent permitted by Law, ANZ may change or impose limits on the amount of funds that will be available through ANZ Internet Banking over any specified period of time for transactions.

## **1.7 Instructions conducted through ANZ Internet Banking**

### **1.7.1 Instructions**

Provided that there are sufficient funds in the Account Holder's nominated linked Account(s) and subject to any exclusions, ANZ Internet Banking will allow you to conduct a:

- (a) Funds Transfer Between My Accounts;
- (b) Local Transfer Request;
- (c) International Transfer Request;
- (d) Apply for a Term Deposit Request; and
- (e) Maintain your Term Deposits Requests.

(collectively referred to as "**Instructions**")

Other restrictions may also apply as required by Law or in accordance with ANZ's policies, in which case ANZ will notify you of such restriction.

You agree that the effect of your Instructions and ANZ's response or notification given through ANZ Internet Banking shall have the same effect as if given in writing.



### **1.7.2 Processing**

Subject to clauses 1.7.3 and 1.8, ANZ will generally process a:

- (a) Funds Transfer between My Account instruction on the same day the instruction is received by ANZ:  
or
- (b) Local Transfer Request, International Transfer Request, Apply for a Term Deposit Request or Maintain your Term Deposits Request within the processing times and in accordance with the requirements;

stipulated by ANZ in the jurisdiction where your Funding Account or your ANZ Term Deposit Account is opened and held.

### **1.7.3 Currency**

Any deposit into or withdrawal from your Account through ANZ Internet Banking in a currency other than the currency in which your Account is denominated will be subject to:

- (b) foreign exchange control regulations and restrictions/requirements as applicable under local Law, in which case ANZ will notify you of such restriction/requirements. You may also contact your ANZ branch for further information; and
- (c) exchange rates applicable to the currency of the transaction involved on the day of the transaction is processed. ANZ will determine the exchange rates to convert the foreign currency amounts to the equivalent amounts in a different foreign currency or the local currency of the jurisdiction where your Account is opened and held with ANZ depending on the transaction in question in accordance with ANZ's standard procedures for currency conversion.

You agree that by applying for an ANZ Term Deposit denominated in a foreign currency and if your application is approved by ANZ:

- (a) ANZ assumes no liability for:
  - any reduction in the value of funds in your ANZ Term Deposit for any reason whatsoever, whether due to fluctuation in interest rates, exchange rates, taxes or depreciation; or
  - the unavailability of such funds on maturity due to restrictions on convertibility, requisition, involuntary transfers, suspension, exchange control regulations, restrictions of any character, exercise of government or regulatory powers, war strikes or any other causes beyond ANZ's control whether in the jurisdiction which you have opened an ANZ Term Deposit or elsewhere;
- (b) If the country of origin of any currency restricts the availability, credit or transfers of any funds in that currency, ANZ will have no obligation to pay, from any of your Account such funds in that currency. ANZ may, in its discretion, discharge its obligations with respect to such funds by paying you at any time (whether before or after maturity) such funds in any other currency at any exchange rate and in any manner determined by ANZ. You agree that any such payment shall constitute good, valid and complete discharge of ANZ's obligations to the Account Holder with respect to such funds.

### **1.7.4 Additional Requirements**

ANZ may require additional supporting information or confirmation details prior to processing your Instructions.

### **1.7.5 Transaction Reference**

ANZ will issue a transaction reference to you or an Authorised User (as the case may be) upon receipt of a Funds Transfer Between My Accounts instruction, Local Transfer Request, International Transfer Request, Apply for a Term Deposit Request or Maintain Your Term Deposits Request on ANZ Internet Banking.

## **1.8 Processing Instructions - General**

You must provide the information requested by ANZ to process your Instructions conducted through ANZ Internet Banking. Your Instruction will not be processed if:

- (a) all necessary information is not provided;
- (b) multiple authorisation has not occurred where the Account Holder has elected to make access subject to multiple authorisation requirements;
- (c) there are insufficient available funds in your nominated Funding Account; or



- (d) ANZ is (for whatever reason) restricted or prohibited by Law from permitting the payment to occur.

ANZ is under no obligation to accept any Instructions and may, in its absolute discretion, accept or act on (or decline to accept or act on) any Instruction conducted through ANZ Internet Banking. ANZ may also delay acting on an Instruction or may ask the Account Holder or an Authorised User for further information before acting on an Instruction. You may view the status of your Instructions through ANZ Internet Banking or by contacting the ANZ Internet Banking Support Centre.

ANZ is not required to, and does not, check that the details provided by the Account Holder or an Authorised User on ANZ Internet Banking are correct. Any error in entering these details may result in funds transferred to an incorrect Account or for an incorrect amount and currency or the Instruction not being made at all. ANZ is not responsible for any inaccuracy in Instructions given by the Account Holder or an Authorised User or liable to the Account Holder for any loss arising from such inaccuracy in Instructions.

When ANZ has Instructions for more than one transfer from the Account Holder's nominated linked Account(s) conducted through ANZ Internet Banking, ANZ will, at its sole discretion, determine the order of priority in which transfers are made.

Any Instruction given by the Account Holder or an Authorised User through ANZ Internet Banking cannot be cancelled, altered or changed once ANZ has issued a reference number.

The Account Holder authorises ANZ to act on and process any Instruction the Account Holder or an Authorised User give or transmit through ANZ Internet Banking using their User ID, Password, Security Device and Security Device Code (where required by ANZ) without ANZ further seeking confirmation from or giving notice to the Account Holder.

ANZ may, at its sole discretion, from time to time for verification purposes confirm your instructions by telephone prior to processing any Instruction.

Except as stated otherwise in these Terms and Conditions, the Account Holder is responsible to ANZ for, and agrees to indemnify ANZ against, all liabilities incurred as a result of:

- (a) ANZ accepting or acting on any Instruction in accordance with these Terms and Conditions;
- (b) the invalidity or alleged invalidity of any Instruction or the transactions constituted;
- (c) ANZ declining to act on or accept an Instruction in accordance with these Terms and Conditions; or
- (d) ANZ delay in acting or accepting an Instruction in accordance with these Terms and Conditions.

### **1.9 Account Information**

Any balance for a nominated linked Account which you obtain through ANZ Internet Banking will be the current balance as at the time you make the enquiry.

When you obtain an account balance, the maximum amount which you can withdraw from the nominated linked Account will also be displayed. This maximum amount will generally reflect:

- (a) any credit limit on the Account;
- (b) any funds transferred using ANZ Internet Banking on that ANZ Business Day;
- (c) any regular credit; and
- (d) any deposits or withdrawals made at a branch of ANZ on that ANZ Business Day.

You may also search and view all transactions conducted on your nominated linked Account(s) (up to the last 365 days) on ANZ Internet Banking. You may also download these transaction details from the results displayed to either Microsoft Excel or other spreadsheet programs in a Comma-Separated Value (CSV) format.

### **1.10 Adding a Description to an Account**

You may add a description of your choice to the Account(s) that the Account Holder has nominated to be linked on ANZ Internet Banking. Adding a description to an Account will change the description name of the Account as it appears on ANZ Internet Banking only for nominated linked Accounts linked to your User ID. It will not change the official records of ANZ or the description name of the Accounts of other users using other User IDs to access the nominated linked Account(s) on ANZ Internet Banking. Adding a description to an Account on ANZ Internet Banking is for your convenience only. ANZ will not be



responsible or liable for receiving deposits to any Account on the basis that they are to be reserved or applied for any particular purpose simply because you have chosen to add a description to the Account for the purposes of ANZ Internet Banking only. All deposits, which are made to your Account(s) will be dealt with in the ordinary course of business.

### **1.11 Customising your User ID**

You may customise your User ID used to access ANZ Internet Banking, which must be a minimum of 9 and a maximum of 32 characters long. Customising your User ID is for your convenience only, and will change the official User ID which ANZ first issued to you to enable ANZ to identify you when you access ANZ Internet Banking.

ANZ reserves the right to reject a customised User ID which may be deemed offensive or inappropriate.

### **1.12 Security Device Validity**

Your Security Device (if required by ANZ) remains ANZ's property at all times. The Security Device must be activated in the manner specified by ANZ. The Account Holder must ensure that the Account Holder and its Authorised Users return the Security Device to ANZ immediately if requested by ANZ, including if the relevant Security Device is deregistered. If ANZ Internet Banking access is cancelled, or if ANZ cancels your right to use the Security Device, you must post the Security Device to your ANZ branch.

If your Security Device is lost or stolen, you may contact ANZ to obtain a "once-only" code as a substitute to the numbers generated by your Security Device, to enable you to log onto ANZ Internet Banking. This temporary code is only valid once-only to logon and use ANZ Internet Banking during the established session on ANZ Internet Banking.

To register to use a Security Device for logging onto ANZ Internet Banking, contact the ANZ Internet Banking Support Centre on the details set out at the end of this document.

### **1.13 Cancellation or Suspension of Password, User ID, Security Device, or Electronic Access**

ANZ may cancel or suspend any Security Device, Password, User ID or electronic access:

(a) without prior notice (unless prohibited by Law) if:

- ANZ suspects the Account Holder or Authorised Users of being fraudulent or engaging in inappropriate behaviour;
- ANZ believes that use of the Account Holder or Authorised Users' Security Device, User ID or electronic access may cause loss to the Account Holder or to ANZ;
- the Account is an inactive Account;
- all the Accounts which the Security Device or User ID relates to have been closed;
- the Account has been overdrawn, or the Account Holder has exceeded its agreed credit limit with ANZ;
- ANZ's systems or equipment malfunction or are otherwise unavailable for use;
- ANZ believes that the security of the Account Holder or Authorised User's electronic access or ANZ's systems and equipment may have been compromised;
- the Password or Security Device Code has been entered incorrectly three (3) times;
- ANZ is required to do so by Law.

The Account Holder may cancel a Security Device at any time by contacting the ANZ Internet Banking Support Centre on the details set out at the end of this document.

The Security Device must then be immediately returned to ANZ by posting it your ANZ branch.

### **1.14 Password, User ID and Security Device Security**

You must keep your Password and Security Device and Security Device Codes secure. Failure to do so may increase the Account Holder's liability for any loss.

You must:

- not disclose your Password to any person;



- not allow any person access to your Security Device or any Security Device Code;
- not allow any other person to see you entering your Password or Security Device Code;
- not record your Password on your Security Device or any article carried with or placed near Security Device that is liable to loss, theft or abuse at the same time as your Security Device;
- destroy original printed copies which records your User ID;
- not choose a Password that is easily identified with you for example your birth date, car registration, telephone number or your name; and
- not use the same Password for any other purpose other than ANZ Internet Banking.

You must comply with the security guidelines issued by ANZ (as amended from time to time) when you use ANZ Internet Banking.

ANZ encourages you to change your Password on a regular basis. To change your Password, you can either follow the instructions outlined in the "My Profile" function on ANZ Internet Banking Profile tab or contact the ANZ Internet Banking Support Centre on the details set out at the end of this document.

### **1.15 Unauthorised Transactions**

Unless otherwise noted in section 2 of the ANZ Internet Banking Specific Terms and Conditions, this clause 1.15 sets out the parties liability for unauthorised transactions conducted through ANZ Internet Banking.

#### **1.15.1 When ANZ is Liable**

ANZ will be liable for actual losses incurred by the Account Holder that:

- (a) are caused by the fraudulent or negligent conduct of ANZ's employees or agents;
- (b) related to faults that occur in the ANZ Internet Banking system, unless the faults are obvious or advised by message or notice on display;
- (c) arise from transactions that require the use of any Password or Security Device that occur before you have received or selected the Password or Security (including a reissued Password or Security Device);
- (d) result from an unauthorised transaction that occurs after you have notified ANZ that any Security Device has been misused, lost or stolen or that the security of your Password, Security Device or a Security Device Code has been breached;
- (e) result from the same transaction being incorrectly debited more than once to the same account;
- (f) result from an unauthorised transaction if it is clear that you have not contributed to the losses.

#### **1.15.2 When the Account Holder is Liable**

In addition to any liability set out in your Account terms and except as set out in these Terms and Conditions or in section 2 of the ANZ Internet Banking Specific Terms and Conditions, the Account Holder is liable for any actual loss of funds or any interception of information through any unauthorised access to the Account Holder's Account(s) if the Account Holder or an Authorised User contributed to the unauthorised access:

- (a) through your fraud or negligence;
- (b) by voluntarily disclosing a Password or Security Device Code to anyone, or by giving your Security Device to anyone including a family member or friend;
- (c) by keeping a record of the Password or Security Device Code (without making any reasonable attempt to disguise it);
  - on the Security Device or with the User ID;
  - on any article carried with the Security Device or the User ID; or
  - which may be lost or stolen at the same time as the Security Device or User ID;
- (d) by not destroying original printed copies which records your User ID;
- (e) by choosing a Password that is easily identified with you, such as your birth date, car registration, telephone number or your name;



- (f) by using the same Password for other purposes, including ANZ Internet Banking;
- (g) by otherwise acting with extreme carelessness in failing to protect the security of your Password, User ID, Security Device or a Security Device Code and failing to comply with ANZ's security guidelines.

If, after you become aware of the loss, theft or breach of the security or your Password, Security Device or Security Device Code, you unreasonably delay notifying ANZ, the Account Holder will be liable for the actual losses incurred between:

- (a) the time you first became aware of any of the events described above, or in the case of loss or theft of a Security Device, should reasonably have become aware of the loss or theft; and
- (b) the time ANZ is actually notified of the relevant event.

However, the Account Holder will not be liable for the actual loss:

- (a) incurred on any one day which is more than the applicable daily transaction limit (if any);
- (b) which exceeds the balance of the relevant Account(s), including any agreed credit limit;
- (c) where ANZ has agreed that the Account could not be accessed through ANZ Internet Banking; or
- (d) as a result of conduct that ANZ expressly authorised you to engage in, or losses incurred as a result of you disclosing, recording or storing a Password or Security Device Code in a way that is required or recommended by ANZ for the purposes of you using an Account access service expressly or impliedly promoted, endorsed or authorised by ANZ.

If it is not clear whether you have contributed to the loss caused by an unauthorised transaction and where a Password or Security Device Code was required to perform the unauthorised transaction, the Account Holder is liable for the least of:

- (a) the actual loss at the time ANZ is notified of the loss, theft or unauthorised use of the Security Device or that the security of the Password or Security Device Code has been breached (but not any loss incurred on any one day if the amount is greater than the daily transaction limit (if any)); or
- (b) the balance of the Account, including any prearranged credit from which value was transferred in the unauthorised transaction.

### **1.16 Equipment Malfunction**

ANZ does not represent or guarantee that access to ANZ Internet Banking will be uninterrupted. You acknowledge that ANZ Internet Banking 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 the performance or operation of ANZ's or another person's software, equipment or systems, traffic or technical difficulties with the Internet, or infrastructure failures such as damaged phone lines or interference with digital signals.

ANZ is responsible to the Account Holder for any loss caused by the 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 the 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.

The Account Holder is responsible for the accuracy and completeness of the content that you enter into or upload to ANZ Internet Banking. ANZ is not responsible for any inaccuracy or incompleteness in the entering or uploading of information by you. ANZ's records of the information and data that was entered or uploaded will be determinative and final.

### **1.17 Security of ANZ Internet Banking**

#### **ANZ's Endeavours**

ANZ will use such measures as it considers reasonable to help ensure the security of ANZ Internet Banking. ANZ, or its agents, employs a range of security measures, including firewalls and data encryption (128 bit Secure Sockets Layer (SSL) protocol helps provide a secure channel for your Internet transactions).

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



By applying for and using ANZ Internet Banking, you consent to the use of the data provided to ANZ for the purpose of providing the ANZ Internet Banking service and you acknowledge that the data provided to ANZ may be encrypted, transmitted and stored by ANZ or its agents (in the jurisdiction in which you are domiciled, Australia or elsewhere unless this is prohibited by Law) and that, except as otherwise provided by law, ANZ shall have no liability in respect of such data.

#### **Your responsibility for your PC**

You are solely responsible for the personal computer anti-virus and security measures for all computers used by you, and those used by any Authorised User and Operator, to help prevent unauthorised access through ANZ Internet Banking to your transactions and nominated Account(s). You are responsible, at your own cost, for ensuring that all necessary connections, such as PC equipment and software, a secure telephone line, electricity and a secure Internet Service Provider, are available to enable you to access ANZ Internet Banking.

### **1.18 Money Laundering Prevention**

By accepting these Terms and Conditions you agree ANZ may delay, block or refuse to process any transaction without incurring any liability if ANZ suspects that:

- (a) the transaction may breach any Law of the country where your Account is opened and held with ANZ or any other country;
- (b) the transaction may directly or indirectly involve the proceeds of, or be applied for the purposes of, unlawful conduct.

You must provide all information to ANZ which ANZ reasonably requires in order to manage money-laundering or terrorism-financing risk or to comply with any Law of the country where your Account is opened and held with ANZ or any other country and you agree that ANZ may disclose any information concerning you to:

- (a) any law enforcement, regulatory agency or court where required by any such Law of the country where your Account is opened and held with ANZ or elsewhere;
- (b) any correspondent ANZ uses to make the payment for the purposes of compliance with any such Law.

Unless you have disclosed that you are acting in a trustee capacity or on behalf of another person, you warrant that you are acting in your own capacity in agreeing to these terms.

You declare, agree and undertake to ANZ that the payment of monies by ANZ in accordance with your instructions will not breach any Law of the country where your Account is opened and held with ANZ or any other jurisdiction.

### **1.19 Termination and Suspension**

#### **Termination of Access by the Account Holder**

The Account Holder may cancel the Account Holder's access to ANZ Internet Banking (or revoke the authority of an Authorised User to access the Account Holder's Account(s) using ANZ Internet Banking) at any time by giving a written notice to your ANZ branch or completing the relevant ANZ Internet Banking form for cancellation and submitting it to your ANZ branch.

#### **Termination or Suspension of Access**

ANZ may terminate your access to ANZ Internet Banking at any time by notifying you in writing (which may include notice given to you when you log on to use ANZ Internet Banking). ANZ may also withdraw or deny access to ANZ Internet Banking or any part of it without prior notice to you for reasons of security or quality of the ANZ Internet Banking service. ANZ will not do this without good reason which could include:

- (a) ANZ suspecting you of being fraudulent or engaging in improper conduct;
- (b) ANZ suspecting that a third party has fraudulently used, or attempted to use, ANZ Internet Banking with your User ID, Password, Security Device and/or Security Device Code;
- (c) if the Account Holder files, or a creditor of the Account Holder files against the Account Holder, an application for bankruptcy, winding up or corporate reorganisation; or
- (d) as required by Law.



In the event that ANZ exercises its right contemplated in this clause, it shall not be responsible for any losses which the Account Holder may suffer or have suffered as a result.

### **1.20 Error or Dispute Resolution**

You must retain complete records of the completed Instructions conducted through ANZ Internet Banking, and maintain the accuracy and integrity of such records. ANZ will keep records conducted through ANZ Internet Banking as required by Law and in accordance with ANZ's document retention policy.

The Account Holder must check the Account Holder's Account records carefully and promptly. If the Account Holder believes that an error has occurred in any transaction or there has been an unauthorised transaction, the Account Holder must contact the ANZ Internet Banking Support Centre or visit the Account Holder's nearest ANZ branch promptly.

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

- the Account Holder's name, address and Account details;
- details of the transaction in question;
- the amount of the suspected error or disputed or unauthorised transaction.

ANZ may also ask the Account Holder 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 in question in writing. However this will not delay the commencement of ANZ's investigations, 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.

### **1.21 Fees and Charges**

When you use ANZ Internet Banking to make particular transactions, ANZ may impose fees and charges. You agree to pay the fees and charges and also agree that ANZ may debit these fees and charges directly to your Funding Account or from the proceeds of the beneficiary account (where applicable). These fees and charges may be amended by ANZ from time to time. Full details of all current fees and charges are available at your nearest ANZ branch.

### **1.22 Variation of these Terms and Conditions, Fees and Charges**

ANZ may amend these ANZ Internet Banking Terms and Conditions and the fees and charges applicable to ANZ Internet Banking, required by Law or otherwise.

ANZ may vary these Terms and Conditions and fees and charges applicable to ANZ Internet Banking at any time by giving you not less than 30 days notice of any change before it takes effect by:

- direct communication with you (for example by notice on your account statement or via online Broadcast); or
- notice displayed in any of ANZ branches or on ANZ's website;
- advertisement in major daily or national newspapers.

You will be deemed to have received the notice immediately after any such display or advertisement.

Any continued use of ANZ Internet Banking after the end of the notice period is an acceptance of the variation.

### **1.23 Indemnity**

To the extent permitted by Law, the Account Holder agree to indemnify ANZ against any loss or damage ANZ may suffer due to any claim, demand or action of any kind brought against ANZ arising directly or indirectly because the Account Holder and/or the Authorised Users, including Business Operators:

- did not observe their obligations under these Terms and Conditions; or
- acted negligently or fraudulently in connection with these Terms and Conditions.



### **1.24 Governing Law**

These Terms and Conditions are governed by and shall be construed in accordance with the Law in force in the jurisdiction in which your Prime Account is opened and held with ANZ. You and ANZ agree to submit to the non-exclusive jurisdiction of the courts that have jurisdiction under that Law.

### **1.25 Privacy and Confidentiality Disclosure**

Subject to the ANZ Internet Banking Country Specific Terms and Conditions in section 2 of this document which may apply, when you deal with ANZ, ANZ is likely to collect and use some of your information, including details about your transactions, your financial conditions, your account relationship with ANZ and/or your Account(s) (herein collectively referred to as "**Information**"). ANZ explains below when and how ANZ may collect and use your Information.

#### **Collection of your Information by ANZ**

ANZ may, to the extent permitted by Law, 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 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 and external payment systems.

#### **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.

#### **Disclosures by ANZ**

Subject to ANZ's general duties of confidentiality towards ANZ's customers and to the extent permitted by Law, by applying for and/or continuing to use the ANZ Internet Banking service, you agree that ANZ may use and disclose your Information to:

- any branch or agent of ANZ, including ANZ's head office and its branches, agents, representative offices, regional offices or affiliates, or any related corporation of ANZ anywhere in the world ("ANZ Group Member");
- any office, branch, affiliate, subsidiary, employee or agent of an ANZ Group Member or to its auditors or legal advisers;
- credit reporting or debit collecting agencies;
- any outsourced provider, agents and contractors which ANZ or any ANZ Group Member engages to carry out or assist its banking functions and activities, including the ANZ Internet Banking service;
- regulatory bodies, government agencies, law enforcement bodies and courts;
- other parties ANZ is authorised or required by Law to disclose Information to;
- other banks and financial institutions;
- your authorised agents or your executor, administrator or legal representative;
- any person where in ANZ's view, the disclosures is necessary or desirable for the purpose of allowing ANZ to perform its duties and exercise its powers and rights under these Terms and Conditions;
- any person as ANZ shall in its absolute discretion think fit.

You further agree and acknowledge that any ANZ Group Member may, to the extent permitted by Law, transfer any of the above Information to any party to whom it is authorised to disclose the same referred to above notwithstanding that such party's principal place of business is outside the jurisdiction



in which you are domiciled or that such Information will be collected, held, processed or used by such party in whole or in part outside the jurisdiction in which you are domiciled.

#### **Accessing your Information held by ANZ**

To the extent permitted by Law, you may access and request correction of your Information at any time by asking to do so at your ANZ branch.

This clause 1.25 applies in addition to any Privacy Statement which ANZ may issue to you in the jurisdiction in which your Account is opened and held with ANZ at Account Opening or notified by ANZ from time to time.

#### **1.26 Notices and Correspondences**

Correspondences, notices or other documents related to ANZ Internet Banking which ANZ must inform you in writing, ANZ will post them at the mailing address of the Prime Account nominated by you. You will be deemed to receive such correspondence or notice on the second ANZ Business Day after posting.

#### **1.27 Inconsistency**

In the event of any inconsistency between the English language and the other language of this document, the English version shall prevail to the extent of the inconsistency.

#### **1.28 Assignment**

The Account Holder may not transfer and/or assign any or all or part of its rights, benefits and/or obligations under these Terms and Conditions or any document related thereto without the prior written approval of ANZ.

ANZ may at any time transfer and/or assign any or all or part of its rights, benefits and/or obligations under these Terms and Conditions or any document related thereto to a locally incorporated subsidiary of ANZ in the jurisdiction in which ANZ operates or any of its affiliates without your consent. To facilitate such transfer and/or assignment, ANZ is authorised to disclose any relevant information to such subsidiary or affiliate and you agree to take such actions and sign such documents as ANZ may reasonably require to complete any approval, filing or registration formalities which are necessary for such transfer and/or assignment.

## **2. ANZ Internet Banking Country Specific Terms and Conditions**

### **2.1 Singapore**

#### **2.1.1 Access to ANZ Internet Banking**

For security purposes and as required by Law, the Account Holder and each Authorised User must use their User ID, Password and the Security Device Code issued by ANZ following registration to access ANZ Internet Banking, and for each subsequent log on. Each Authorised User will be issued with their own User ID, temporary Password and Security Device Code.

#### **2.1.2 Prime Account**

If your Account(s) opened and held with ANZ in Singapore are to be linked on ANZ Internet Banking with other Accounts opened and held with ANZ in a jurisdiction outside Singapore, you must nominate your Account held and opened with ANZ in Singapore as the Prime Account.

#### **2.1.3 Password, User ID and Security Device for Authorised Users**

Where the Account Holder is an entity and an Authorised User leaves your business, the User ID and Security Device of that Authorised User and Operator must be suspended or cancelled. The Account Holder is able to suspend any User ID or Security Device at any time by written notice given to ANZ.

### **2.2 Japan**

#### **2.2.1 Unauthorised Transactions**

This clause 2.2.1 sets out the liability of ANZ and the Account Holder for unauthorised transactions conducted through ANZ Internet Banking, if the Account Holder is an individual and has nominated his/her Account opened and held with ANZ in Japan to be linked on ANZ Internet Banking.



- (a) The Account Holder may demand compensation from ANZ, and ANZ agrees to provide compensation to the Account Holder for the actual loss incurred by the Account Holder as a result of an unauthorised transaction conducted through ANZ Internet Banking due to the loss or theft of the Account Holder's Password provided that:
- (i) the Account Holder immediately notifies ANZ after becoming aware of the loss or theft of the Password and the occurrence of the unauthorised transaction (the "Unauthorised Activity");
  - (ii) the Account Holder provides adequate explanation to ANZ of the Unauthorised Activity;
  - (iii) the Account Holder cooperates with ANZ in its investigation, including providing to ANZ the damage report which was registered with the police or any other evidence of the relevant event which may support ANZ in inferring the fact of the Unauthorised Activity; and
  - (iv) the Unauthorised Activity was not contributed through the Account Holder's wilful conduct or gross negligence.
- (b) If the Account Holder has contributed to the Unauthorised Activity through the Account Holder's negligence, the Account Holder's demand for compensation from ANZ shall be considered on a case by case basis taking into consideration of the circumstances of the event. ANZ shall, at its sole discretion, determine the amount of compensation (if any) is to be paid to the Account Holder.
- (c) Notwithstanding the above provisions of clauses 2.2.1(a) and (b) hereof, ANZ shall not provide any compensation to the Account Holder if:
- (i) the Account Holder fails to notify ANZ of the Unauthorised Activity after thirty days (30) of the event occurring;
  - (ii) the Unauthorised Activity was committed by the spouse or relative of the Account Holder;
  - (iii) the Account Holder has provided false explanations to ANZ regarding the Unauthorised Activity and the resulting loss incurred by the Account Holder; or
  - (iv) the Unauthorised Activity was caused by or incidental to a social disorder, such as a war or riot.
- (d) If compensation is made by ANZ to the Account Holder in accordance with clauses 2.2.1(a) or (b) hereof, the Account Holder agrees to release and discharge ANZ from any claim, action, suit or proceeding for damages, compensation or any other remedy that the Account Holder has or may have in the future against ANZ in respect of the Unauthorised Activity.

### **2.2.2 Privacy and Confidentiality Disclosure**

Clause 1.25 of the ANZ Internet Banking General Terms and Conditions is subject to the ANZ Japan privacy and personal information policy (the "ANZ Japan Privacy Policy") which can be found at <http://www.anz.co.jp/anz/privacy.html>. For the avoidance of doubt, this ANZ Japan Privacy Policy is a Privacy Statement for the purposes of the last paragraph of clause 1.25.

### **ANZ Internet Banking Support Centre contact details**

ANZ Internet Banking Support Centre  
Operating hours 7am-midnight Singapore Standard Time, Monday to Friday.  
Toll-free number +800 6622 3388, (call rates may apply for mobile and payphones).  
International callers please dial +65 6506 1500 (international call rates may apply).



# 澳新银行网上银行条款及条件

2009年3月生效

(中国内地、香港、日本、菲律宾、新加坡及台湾版本)

## 1 澳新银行网上银行一般条款及条件

### 1.1 介绍

#### 1.1.1 关于澳新银行网上银行条款及条件

本条款及条件在您使用澳新银行网上银行服务时适用(“**条款及条件**”)。在您使用澳新银行网上银行之前, 请务必阅读条款及条件。如果您不理解, 或不清楚条款及条件中任何方面的内容, 欢迎联络澳新银行, 以澄清您的疑问。

条款及条件与适用于您所指定同澳新银行网上银行链接的账户的任何条款及条件一道适用。您可亲临澳新银行分行请求索取您的账户条款及条件。本文件第2节中的其它澳新银行网上银行国家特定条款及条件亦可能适用, 这取决于您开立和持有澳新银行主账户的地点。

除非另有规定, 如果条款及条件和适用于您指定同澳新银行网上银行链接的账户的任何条款及条件之间存在不一致之处, 条款及条件将优先适用于使用澳新银行网上银行服务的所有交易。除条款及条件之外, 其它条款及条件(包括法律暗示的条款及条件)也适用。

#### 1.1.2 澳新银行网上银行在您所在司法管辖区内的可用性

澳新银行在本文件开头所指明的司法管辖区中提供澳新银行网上银行服务时, 须经过监管当局的批准。因此, 在您进行服务注册时, 可能并非所有上述司法管辖区均提供澳新银行网上银行服务, 您可能无法将您在那些司法管辖区内开立和持有的澳新银行账户与澳新银行网上银行链接。一旦澳新银行获得在相关司法管辖区内提供网上银行服务的监管批准, 将即刻通知您。请联系您的澳新银行分行以获得进一步的信息。

#### 1.1.3 澳新银行网上银行条款及条件何时适用

澳新银行将以书面通知方式, 向您通知指定的每个账户与澳新银行网上银行成功链接的日期。您同意于该日并从该日期起, 通过澳新银行网上银行在链接账户中开展的交易将受到条款及条件的约束。

#### 1.1.4 接受条款及条件

在澳新银行网上银行网站中勾选“我同意接受澳新银行网上银行条款及条件的约束”复选框并点击“接受”按钮之后, 您即承认您已经阅读、理解并同意受条款及条件约束。如果澳新银行要求您使用安全装置, 则您还将受到本文件中涉及安全装置使用的条款及条件的约束。

### 1.2 定义

在条款及条件中, 除非另有说明, 下列定义适用:

**账户**指在澳新银行中持有的, 能够与澳新银行网上银行链接, 并且账户持有人指定将其与澳新银行网上银行链接的所有银行账户, 包括主账户。

**账户持有人**指以其名义开立账户, 并在相关账户授权下对该账户承担责任的个人或机构。

**账户签字人**指在相关账户授权下获得授权, 操作澳新银行账户的一名或多名人士。

**澳新银行**指澳大利亚新西兰银行(集团)有限公司(Australia and New Zealand Banking Group Limited)(ABN 11 005 357 522), 该公司在您的账户所开立和持有的司法管辖区运营, 即中国内地、香港、日本、菲律宾、新加坡或台湾。

**澳新银行营业日**指公共假日以外的任何一日, 或者在您开立和持有澳新银行账户的相关司法管辖区中的至少一家澳新银行分行不营业的日子。

**澳新银行网上银行**指澳新银行通过互联网提供的与账户相关的银行服务, 可以通过登录您开立和持有澳新银行主账户时所在的司法管辖区的 URL 地址获得该服务, 这些地址在本文件末尾列出。

**定期存款申请请求**指通过澳新银行网上银行为个人账户持有人提供的一项服务, 您可以借此提交在您的资金账户所在的司法管辖区内开立澳新银行定期存款账户的申请。该资金账户为指定的澳新银行账户, 如果您的请求得到澳新银行批准, 将从该账户中扣除您投资于澳新银行定期存款的金额。



就澳新银行网上银行而言，**授权用户**指获得账户持有人授权，能够根据第 1.5.1 条的规定通过澳新银行网上银行登录账户持有人指定链接账户的一名或多名人士。

**不可抗力**事件指任何天灾、战争、骚乱、破坏、暴动或针对公共秩序或机关的任何其它非法行为、工业或劳工纠纷、政府限制、国内动乱、电力短缺或停电、突然或意外的系统故障，或者不在澳新银行或您的合理控制范围内的任何其它事件或原因。

**资金账户（或来源账户）**指您所指定的，针对通过澳新银行网上银行进行的交易进行扣款的账户。

**客户账户间资金转账**指可以通过澳新银行网上银行实现的一项功能。利用该项功能，您可以在澳新银行开立和持有的合格指定链接账户之间进行资金转账，条件是上述账户必须处于同一个司法管辖区，并属于同一币种，包括向您指定链接的澳新银行信用卡账户进行资金转账（如适用）。

**国际转账请求**指可以通过澳新银行网上银行实现的一项功能。利用该功能，您可以向澳新银行发出指示，以本币或外币形式将资金从在澳新银行开立和持有的合格指定链接的账户，转移到第三方在当地持牌金融机构或在您居住地所在司法管辖区之外的金融机构中持有的账户，该第三方账户将接受该转账。

**法律**指您在澳新银行开立和持有的账户所在司法管辖区中现行有效的任何法律、法例、规例、公告、条例、附例、规则、文书、官方指令、裁决、实务守则、行为守则或审慎要求。

**本地转账请求**指可以通过澳新银行网上银行实现的一项功能（但在台湾和日本开立和持有的澳新银行账户除外）。利用该项功能，您可以向澳新银行发出指示，以本币形式将资金从在澳新银行开立和持有的合格指定链接的账户，转移到第三方在同一司法管辖区的本地持牌金融机构持有的账户，该第三方账户将接受该跨行转账。

**维护定期存款请求**指可以通过澳新银行网上银行实现一项的功能。利用该功能，您可以向澳新银行发出指示，维护和终止您在澳新银行开立和持有的现有澳新银行定期存款账户。在日本开立和持有的澳新银行账户未必能够通过澳新银行网上银行发出的维护定期存款请求加以终止。

**非价值登录**指账户持有人及/或授权用户只能通过澳新银行网上银行，查阅账户持有人指定链接账户信息的情形。

**密码**指用以登录澳新银行网上银行的字符序列（由字母和数字组成，最少为 8 位，最多为 16 位），包括澳新银行最初授予您登录澳新银行网上银行的密码。

就澳新银行网上银行而言，**主账户**是指账户持有人指定作为主链接账户的账户。

**安全装置**是一种实物装置，若有必要，澳新银行会将该装置所产生的随机数字发送给您。您必须将该数字与您的用户名和密码一道使用，才能登录澳新银行网上银行（如适用）。

**安全装置代码**指澳新银行提供的安全装置生成的号码或临时替代装置代码（如适用）。

**用户名**指澳新银行最初授予您的 8 位数字，包括您通过澳新银行网上银行自行设置的数字（最少为 9 位字符，最多为 32 位字符）。在您登录澳新银行网上银行时，用户名可以使澳新银行识别出您的身份。

**价值登录**指下列情况：

- (a) 账户持有人可以通过澳新银行网上银行，对指定的澳新银行账户进行所有的操作和交易；或者
- (b) 授权用户已获得账户持有人授权，通过澳新银行网上银行操作账户持有人的指定链接账户，但须受到账户持有人授权交易的多重授权规定，以及账户持有人根据第 1.5.1(2)条授予授权用户的职能级别限制。

除非文意另有所指，否则**您**是指账户持有人和每个授权用户（“您的”具有相应含义）。

### 1.3 首次登录澳新银行网上银行

除非本文件第 2 节的澳新银行网上银行国家特定条款及条件另有提及，否则您可以在登记后使用澳新银行向您发出的用户名及临时密码登录澳新银行网上银行。首次登录澳新银行网上银行时，您需要接受澳新银行网上银行条款及条件，更改临时密码，并选定一个新密码。新密码应同时包含字母和数字，最少 8 位字符，最多 16 位字符。

### 1.4 指定账户

#### 1.4.1 一般事项

只有您指定链接及可登录澳新银行网上银行的账户，方能使用澳新银行网上银行。

在以下司法管辖区（即中国内地、香港、日本、菲律宾、新加坡及台湾）开立和持有的账户可一并链接到澳新银行网上银行，除非：

- (a) 法律禁止有关链接；
- (b) 澳新银行酌情决定限制或不批准您指定链接到澳新银行网上银行的账户；或者
- (c) 在您注册澳新银行网上银行时，由于澳新银行网上银行在您开立和持有澳新银行账户的司法权区有待监管机构批准，所以未能提供网上银行服务；



在此情形下，澳新银行将通知您此项限制或未获批准的情况，并在指定账户成功链接到澳新银行网上银行时再通知您。

澳新银行亦可对您以指定链接账户使用澳新银行网上银行实施限制。例如，澳新银行可以限制指定链接账户上任何类型交易的金额。

在澳新银行网上银行国家特定条款及条件（取决于您在何地开立和持有澳新银行主账户）所载的其它条款及条件的限制下，您亦必须指定一(1)个链接澳新银行网上银行的指定账户作为主账户。

#### 1.4.2 个人联名账户

如账户持有人为个人，而指定链接到澳新银行网上银行的账户由一名或多名人士联名持有，且并无单人签署授权，则账户持有人将仅获授澳新银行网上银行账户的非价值登录。

### 1.5 授权用户

本第 1.5 条仅适用于账户持有人为公司，并且已经指定另一名或多名人士作为授权用户的情形。

所有授权用户均必须遵守法律和澳新银行的客户身份识别要求，除非授权用户已经被指定为第 1.5.1(3)条所述的业务操作人。

#### 1.5.1 指定

- (1) 账户持有人将向每名授权用户授予澳新银行网上银行各指定链接账户的非价值登录权或价值登录权（“**登录级别**”）。所授予的登录级别应经过澳新银行的批准，并受到相关账户授权的要求或限制。
- (2) 账户持有人可以指定授权用户为授权签字人、业务管理人或业务操作人（“**职能级别**”）。如果根据第 1.5.1(1)条的规定向授权用户授予对特定指定链接账户的登录级别，这些授权用户将可以通过澳新银行网上银行行使下列职能：
  - (a) 授权签字人（第 1 级）：可以通过澳新银行网上银行查阅、发起和授权交易；
  - (b) 授权签字人（第 2 级）：可以通过澳新银行网上银行查阅和授权交易；
  - (c) 业务管理人（第 1 级）：可以设置业务操作人，并通过澳新银行网上银行查阅、发起和授权交易；
  - (d) 业务管理人（第 2 级）：可以设置业务操作人，并通过澳新银行网上银行查阅和发起交易；或者
  - (e) 业务管理人（第 3 级）：可以设置业务操作人，并通过澳新银行网上银行查阅交易。
- (3) 业务操作人是业务管理人通过澳新银行网上银行委任及维持的人士，因此没有在相关账户授权或澳新银行网上银行表格登记内记录。业务操作人仅可通过澳新银行网上银行（而非任何其它途径）查阅账户持有人指定链接账户中的交易，或者查阅并发起上述交易。对业务操作人通过澳新银行网上银行行使的任何职能或发起的任何交易，澳新银行不承担任何法律或其它责任。
- (4) 如果授权用户（业务操作人除外）获授账户持有人指定账户在澳新银行网上银行的价值登录，则他/她必须是该特定指定链接账户的账户签字人，并遵守第 1.6 条规定的，澳新银行网上银行发起/或授权交易适用的限制。
- (5) 为避免疑问，登录级别、职能级别以及依照第 1.6 条可能适用于授权用户通过澳新银行网上银行发起和/或授权的交易的任何限制，均只适用于授权用户对澳新银行网上银行的使用和操作，并且可能不同于针对澳新银行网上银行之外行使的职能和/或交易而授予该人士的授权级别。

#### 1.5.2 授权用户的用户名称和密码

除非本文件第 2 节的澳新银行网上银行国家特定条款及条件另有提及，否则授权用户将获发相应的用户名称和临时密码。授权用户首次登录澳新银行网上银行时，必须使用本人的用户名称和临时密码，然后需要接受澳新银行网上银行条款及条件，变更临时密码，并选定一个新密码。新密码应同时包含字母和数字，最少 8 位字符，最多 16 位字符。

#### 1.5.3 授权用户的责任

各授权用户根据分配给该授权用户的登录级别、职能级别，并依照第 1.6 条可能适用的任何限制，通过澳新银行网上银行操作账户持有人的指定链接账户，账户持有人对上述操作承担责任。上述限制包括适当使用、保存授权用户的用户名称、密码、安全装置和安全装置代码（依澳新银行的要求而定）。如果授权用户逾越分配给该授权用户的登录级别、职能级别以及可能适用于澳新银行网上银行的任何限制行事，则澳新银行不对账户持有人所蒙受的任何错误或损失承担任何法律责任。账户持有人还应负责确保各授权用户遵守本条款及条件对账户持有人和授权用户规定的所有义务和责任。

账户持有人可以通过向澳新银行的某家分行发送书面请求，取消或变更授权用户的指定，包括授权用户的登录级别和职能级别。澳新银行可能要花数个澳新银行营业日处理该项请求。如果授权用户是业务管理人，则他/她可以在任何时候通过澳新银行网上银行取消业务操作人对澳新银行网上银行的使用权。

账户持有人有责任确保在授权用户发生变更时（包括授予该授权用户的登录级别和职能级别），立即以书面形式通知澳新银行。如果澳新银行事先没有得到变更的书面通知，则澳新银行不对与这些变更相关的任何错误或损失负责。



## 1.6 限制

除非账户持有人与澳新银行达成关于增加或减少限制的后续安排，否则通过澳新银行网上银行开展的所有交易应受到下列约束：

- (a) “每日限额”是指通过澳新银行网上银行发起的一切交易的每日最大累计金额，但客户账户间资金转账交易除外。每日限额适用于在澳新银行网上银行注册的所有账户持有人（个人和公司）；
- (b) “账户限额”是指通过澳新银行网上银行发起的所有交易的每日最大累计金额，但客户账户间资金转账交易除外，并且只适用于在澳新银行网上银行注册的账户持有人为公司情形；和
- (c) “授权限额”是指授权用户可以通过澳新银行网上银行对每次交易授权的最大限额，并且只适用于在澳新银行网上银行注册的账户持有人为公司的情形；

账户持有人与澳新银行在澳新银行网上银行注册时约定上述限额，并且应受法律规定的任何转账限额约束。

适用于澳新银行网上银行的上述限额可能不同，但必须相等或低于每个澳新银行账户授权所规定的限额。如果在不同司法管辖区持有和开立澳新银行账户，并且这些账户与单个用户名称链接，则应适用澳新银行账户授权记录的最低限额。

在法律所允许的范围内，澳新银行可以变更或限制任何特定交易期间通过澳新银行网上银行交易的资金数额。

## 1.7 通过澳新银行网上银行作出的指示

### 1.7.1 指示

倘若账户持有人的指定链接账户中存有足额资金，并在遵守任何排除条件的情况下，澳新银行网上银行将允许您提出：

- (a) 客户账户间资金转账；
- (b) 本地转账请求；
- (c) 国际转账请求；
- (d) 申请定期存款请求；以及
- (e) 维护定期存款请求。

（统称“指示”）

按照法律规定或根据澳新银行的政策，其他限制条件也可能适用，在此情形下，澳新银行将向您告知该等限制。

您谨此同意：您通过澳新银行网上银行作出的指示，以及澳新银行通过澳新银行网上银行作出的答复或通知，具备与书面形式同等的效力。

### 1.7.2 处理

在遵守第 1.7.3 和第 1.8 条规定的前提下，澳新银行通常将会：

- (a) 在澳新银行收到指示的当日，处理在客户账户间资金转账的指示；或者
- (b) 在处理时限内根据要求处理本地转账请求、国际转账请求、定期存款申请请求或维护定期存款请求；

澳新银行将根据您开立和持有资金账户或定期存款账户所在司法管辖区的规定，处理上述请求。

### 1.7.3 货币

如以您的账户定值货币以外的其它货币通过澳新银行网上银行进行存款或提款，将受到以下限制：

- (a) 本地法律规定适用的外汇管制法规和限制/要求，在此情形下，澳新银行将向您告知该等限制/要求。您也可以联系相关的澳新银行分行以获得更多信息；以及
- (b) 外币交易需使用当天所涉交易币种的汇率。澳新银行将根据澳新银行货币换算标准程序，并依照所涉交易的情况确定汇率，将外币金额兑换成另一种外币或您开立和持有澳新银行账户所在司法管辖区的本币等价金额。

您同意：您在申请澳新银行外币定期存款时，如果澳新银行批准了您的申请：

- (a) 则澳新银行不对下列事项承担任何法律责任：
  - 您的澳新银行定期存款中的资金由于各种原因而发生了减值，无论是由于利率或汇率的波动、税金变化还是货币贬值；或者
  - 在您开立澳新银行定期存款账户的司法管辖区或在其它地区，由于兑换限制、遣返、强制转账、止付、外汇管制条例、任何性质的限制、行使政府权力或监管权力、战争、罢工或者超出澳新银行控制的任何其它原因而导致在到期日无法使用该资金；



- (b) 如果任何货币的发行国对该货币的供应、信贷或转账加以限制，则澳新银行没有义务从您的任何账户中支付以该货币定值的资金。澳新银行可以酌情在任何时间（无论是在到期之前或之后），以澳新银行确定的任何其它币种，按任何汇率和任何方式来支付该等资金，从而履行澳新银行对该资金的义务。您同意：任何该等付款将构成澳新银行对该资金所负义务的良好、有效和完整的履行。

#### 1.7.4 额外要求

在处理您的指示之前，澳新银行可以要求取得额外的支持信息或确认细节。

#### 1.7.5 交易参考编号

在澳新银行网上银行收到关于客户账户间资金转账、本地转账请求、国际转账请求、申请定期存款请求或维护定期存款请求的指示之后，澳新银行将向您或授权用户（根据实际情形确定）出具一个交易参考编号。

### 1.8 处理指示——一般事项

若要处理您通过澳新银行网上银行发出的指示，您必须提供澳新银行所要求的信息。如果出现下列情形，您的指示将不会得到处理：

- (a) 未能提供所有必要信息；
- (b) 账户持有人选择在遵照各项授权要求的前提下进行登录，但各项授权并未实现；
- (c) 在您指定资金账户中的可用资金不足；或者
- (d) 由于各种原因，澳新银行被法律限制或禁止进行付款。

澳新银行没有义务接受任何指示，并且完全可以酌情接受或执行（或拒绝接受或执行）通过澳新银行网上银行作出的任何指示。澳新银行还可以延迟执行指示，或在执行指示之前要求账户持有人或授权用户提供更多信息。您可以通过澳新银行网上银行或联系澳新银行网上银行支持中心，查阅您的指示状态。

澳新银行无须，亦不会核对账户持有人或授权用户向澳新银行网上银行提供的信息是否正确。若在输入上述信息时出现任何错误，则可能导致资金被转账至错误账户，转账金额和币种发生错误，或根本没有发出指示。对账户持有人或授权用户所作出指示的任何不准确之处，澳新银行不承担责任；对指示中的该等不准确之处所引起的任何损失，澳新银行亦不对账户持有人承担法律责任。

倘若澳新银行收到通过澳新银行网上银行作出的，从账户持有人指定链接账户进行多笔转账的指示，澳新银行将完全自行决定各项转账的优先顺序。

一旦澳新银行发出参考编号，账户持有人或授权用户通过澳新银行网上银行作出的任何指示便无法撤销、更改或变动。

账户持有人授权澳新银行执行和处理由账户持有人或授权用户通过澳新银行网上银行，并使用其用户名称、密码、安全装置和安全装置代码（依澳新银行的要求而定）作出或发送任何指示，澳新银行无须向账户持有人寻求进一步确认，亦无须向其发出通知。

在处理任何指示之前，澳新银行完全可以随时自行决定通过电话向您确认该指示，以便于核实。

除非条款及条件中另有说明，账户持有人将就下列情形而导致的所有法律责任对澳新银行负责，并同意就这些法律责任向澳新银行提供赔偿：

- (a) 澳新银行根据条款及条件接受或执行了任何指示；
- (b) 任何指示或所包含的交易无效，或他人声称其无效；
- (c) 澳新银行拒绝根据条款及条件执行或接受任何指示；或者
- (d) 澳新银行在根据条款及条件执行或接受指示时发生迟延。

### 1.9 账户信息

您通过澳新银行网上银行获得的某个指定链接账户的任何余额，将是您提出问询时的当前余额。

当您获得某个账户余额信息时，也将显示出您可以从指定链接账户中提取的最高金额。该最高金额一般反映：

- (a) 该账户的信用额度；
- (b) 在该澳新银行营业日使用澳新银行网上银行转账的任何资金；
- (c) 定期信贷；以及
- (d) 该澳新银行营业日中某个澳新银行分行发生的任何存款或取款。

您还可以搜寻、查阅通过澳新银行网上银行在您指定链接账户上开展的所有交易（最多为过去 365 天）。在搜得结果后，您还可以下载关于这些交易的详细信息，采取逗号分割值（CSV）格式在微软 Excel 或其它电子表格中显示。



### 1.10 向账户添加描述

您可以自行选择向账户持有人指定链接到澳新银行网上银行账户添加描述。向账户添加描述，将更改账户在澳新银行网上银行所示的描述名称，但只显示指定链接到您的用户名称的指定链接账户。它不会改变澳新银行的官方记录；而当其他用户使用别的用户名称，通过澳新银行网上银行登录指定链接账户时，该账户的账户描述名称也不会改变。通过澳新银行网上银行向某个账户添加描述仅是为了让您使用方便。澳新银行不会因为存款将得以保留或应用于任何特定目的而有责任或义务将该款项收入某个账户，理由很简单：您只是为了开展网上银行活动而选择向账户添加描述。对您账户收到的任何存款，澳新银行将按惯常的业务流程加以处理。

### 1.11 自行设置用户名称

您可以自行设置用户名称以登录澳新银行网上银行，该用户名称最少为 9 个字符，最多为 32 个字符。自行设置用户名称仅是为了您使用方便，同时将改变澳新银行在您首次使用澳新银行网上银行时，为识别您的身份而授予您的官方用户名称。

如果认为某个自行设置的用户名称具有冒犯性或不恰当，澳新银行保留拒绝接受该用户名称的权利。

### 1.12 安全装置的有效性

您的安全装置（如果澳新银行要求）始终是澳新银行的财产。安全装置必须以澳新银行规定的方式启动。账户持有人必须确保账户持有人及其授权用户在澳新银行提出请求时（包括相关安全装置被解除登记时）尽快将安全装置还给澳新银行。如果澳新银行网上银行登录权被撤销，或澳新银行撤销了您使用安全装置的权利，则您必须将安全装置邮寄给您的澳新银行分行。

如果您的安全装置丢失或被盗，您可以联系澳新银行获得“一次性”代码替代安全装置所产生的数字，以使您能够登录澳新银行网上银行。在澳新银行网上银行可用的期间内，用临时代码登录和使用澳新银行网上银行仅一次有效。

如果您打算注册使用安全装置登录澳新银行网上银行，请联系澳新银行网上银行支持中心，其详细信息在本文件末尾列明。

### 1.13 取消或中止密码、用户名称、安全装置或电子登录权

澳新银行可以取消或中止任何安全装置、密码、用户名称或电子登录权：

(a) 在下列情形中，可以不事先告知（除非法律禁止）：

- 澳新银行怀疑账户持有人或授权用户进行欺诈或从事不适当的行为；
- 澳新银行认为，账户持有人或授权用户对安全装置、用户名称或电子登录权的使用可能给账户持有人或澳新银行造成损失；
- 账户属于未激活账户；
- 与安全装置或用户名称相关的所有账户均已关闭；
- 账户已经透支，或账户持有人已经超出与澳新银行约定的信用额度；
- 澳新银行的系统或设备发生故障或由于其它原因而无法使用；
- 澳新银行认为，账户持有人或授权用户的电子登录权或澳新银行的系统和设备的安全性可能已遭到损害；
- 密码或安全装置代码三（3）次输入错误；
- 法律要求澳新银行取消或中止任何安全装置、密码、用户名称或电子登录权。

账户持有人可以在任何时候联系澳新银行网上银行支持中心（详细信息在本文件末尾列明），取消安全装置。

此后，必须立即通过邮寄方式把安全装置归还给您的澳新银行分行。

### 1.14 密码、用户名称和安全装置的安全性

您必须妥善保管您的密码、安全装置和安全装置代码，否则可能增加账户持有人对由此造成的任何损失所承担的责任。

您必须注意：

- 切勿向任何人士透露您的密码；
- 切勿允许任何人士获取您的安全装置或任何安全装置代码；
- 切勿让任何其他人士看到您输入密码或安全装置代码；
- 切勿将密码记录在您的安全装置上，或任何与安全装置一同携带或邻近放置，容易与安全装置一同丢失、遭窃或擅自盗用的物件上；



- 销毁记录您的用户名称的印刷品原件；
- 切勿以您的生日、车牌号、电话号码或姓名等易于识别的信息作为您的密码；以及
- 切勿将相同的密码用于澳新银行网上银行之外的目的。

在使用澳新银行网上银行时，您必须遵循澳新银行所发布的安全指南（可能会不定期修改）。

澳新银行建议您定期更改密码。更改密码时，您可按照澳新银行网上银行概要中“我的账户”一栏中所列指示操作，或联系澳新银行网上银行支持中心（详细信息请见本文件末尾）。

### 1.15 未授权交易

除非澳新银行网上银行特别条款及条件第 2 节中另有所指，本第 1.15 条列明了各方对通过澳新银行网上银行开展的未授权交易所承担的责任。

#### 1.15.1 澳新银行承担责任的情形

澳新银行将对账户持有人所蒙受的，符合下列条件的实际损失承担责任：

- 因澳新银行的雇员或代理人的欺诈或疏忽行为而导致损失；
- 损失与澳新银行网上银行系统中发生的错误相关，除非该错误显而易见，或已通过公示的消息或通知加以告知；
- 损失由要求使用任何密码或安全装置的交易引起，而该交易是在您收到或选择密码或安全装置（包括重新授予的密码或安全装置）之前发生的；
- 损失源自于未授权交易，而此前，您已经告知澳新银行任何安全装置已被误用、丢失或被盗，或者已经告知澳新银行您的密码、安全装置或安全装置代码的安全性已遭破坏；
- 损失源自于同一项交易从同一账户中错误地扣款超过一次；
- 损失源自于并非由您造成的未授权交易。

#### 1.15.2 账户持有人承担责任的情形

除了您的账户条款中列明的任何责任之外，除非条款及条件或澳新银行网上银行特别条款第 2 节另有规定，如果是账户持有人或授权用户因下列情形而导致未授权登录，账户持有人对未经授权登录账户持有人账户而造成的任何实际资金损失或信息拦截承担责任：

- 因您的欺诈或疏忽而导致；
- 由于您自愿向任何人士透露密码或安全装置代码，或者将您的安全装置交给任何人士（包括家人或朋友）而导致；
- 由于保留密码或安全装置代码的记录而导致（未采取任何适当安全保密措施），包括下列方式：
  - 在安全装置上记录，或将其与用户名称一并放置；
  - 记录在与安全装置或用户名称一道携带的任何物件；或者
  - 可能与安全装置或用户名称同时丢失或被盗；
- 由于未能销毁记载您的用户名称的印刷品原件而导致；
- 由于选择您的生日、车牌号、电话号码或姓名等易于识别身份的信息作为您的密码；
- 由于将相同的密码用于其它目的（包括澳新银行网上银行）而导致；
- 由于极度粗心的其它行事方式而导致，并因而未能保障您的密码、用户名称、安全装置或安全装置代码的安全性，并且未能遵守澳新银行的安全指南。

如果在获悉您的密码、安全装置或安全装置代码丢失、被盗或其安全性受到破坏后，您不合理地延迟将事件告知澳新银行，则账户持有人将对下列两个时间点之间发生的实际损失承担责任：

- 您首次获悉上述任何事件之时，若是安全装置损失或被盗的情形，则是您本应合理获悉损失或被盗情形之时；以及
- 将相关事件实际告知澳新银行之时。

不过，账户持有人不负责承担下列实际损失：

- 于任何一日产生超出适用每日交易限制（如有）的实际损失；
- 超过相关账户余额（包括任何约定信贷限额）的实际损失；



- (c) 如澳新银行已同意账户无法通过澳新银行网上银行登录；或者
- (d) 因澳新银行明确授权您进行的行为而造成的实际损失，或因您按照澳新银行规定或建议的方式披露、记录或储存密码或安全装置代码，以便您使用澳新银行明确或暗示推广、认可或授权的账户登录服务而蒙受的损失。

如不清楚是否由您导致未授权交易所造成的损失，而此项未授权交易需要密码或安全装置代码方能进行，则账户持有人须负责以下两者中金额较少者：

- (a) 澳新银行获悉安全装置丢失、被盗或未授权使用，或密码或安全装置代码的安全性遭到破坏时的实际损失，但如果金额高于每日交易限额（如有），则不包括任何一日招致的任何损失；或者
- (b) 账户余额，包括在未授权交易中转出金额的预安排信贷。

## 1.16 设备故障

澳新银行概不声明或保证登录澳新银行网上银行不会中断。您认同澳新银行网上银行可能会受到中断、故障或延误影响。该等中断、故障或延误可能因包括（但不限于）以下各项的因素造成：澳新银行或另一名人士的软件、设备或系统的性能或运行出现技术问题；互联网流量或技术问题；或基建故障，例如电话线路损毁或数据讯号受到干扰。

如果澳新银行的系统及设备未能根据您的指示完成所接受的交易，则澳新银行须就因此造成的任何损失向账户持有人负责。然而，如果您获悉或本应获悉澳新银行的系统和装备不可用或出现故障，则澳新银行的责任将仅限于修正账户中的错误，并退还因此而收取的任何收费或费用。

账户持有人对您输入或上传到澳新银行网上银行内容的准确性和完整性负责。澳新银行不对您在输入或上传信息时发生的任何不准确或不完整之处负责。澳新银行对输入或上传的信息和数据记录是决定性的，且不可更改。

## 1.17 澳新银行网上银行的安全性

### 澳新银行的努力

澳新银行将采取其认为合理的措施，以协助确保澳新银行网上银行的安全性。澳新银行或其代理采取一系列安全措施，包括防火墙和数据加密（128 位安全套接字层（Secure Sockets Layer）（SSL）协议为您的网上交易提供安全通道）。

澳新银行不能保证通过互联网进行的任何数据传输完全是安全的。

通过申请和使用澳新银行网上银行，您同意澳新银行以提供澳新银行网上银行服务为目的而使用您向其提供的数据，并承认：向澳新银行提供的数据可以由澳新银行或其代理进行加密、传输和存储（在您营业地所在的司法管辖区、澳大利亚或其它地方，除非法律禁止）。除非法律另有规定，澳新银行对这些数据不承担任何责任。

### 您对个人计算机的责任

对于您使用的所有计算机的个人计算机防毒及安全措施，以及任何授权用户及操作人使用的防毒及安全措施，您须全权负责，以便防止通过澳新银行网上银行对您的交易和指定账户的未授权登录。您须自负费用确保所有必要的连接均可用（比如个人计算机装备和软件、安全电话线路、供电以及安全互联网服务提供商），以使您能够登录澳新银行网上银行。

## 1.18 防止洗钱

通过接受条款及条件，您同意：如果澳新银行怀疑出现下列情形，则可以延迟、阻碍或拒绝处理任何交易，而不会承担任何法律责任：

- (a) 交易可能违反您开立和持有澳新银行账户的所在国或任何其它国家的法律；
- (b) 交易可能直接或间接涉及非法行为的收益，或被用于非法行为目的。

您必须向澳新银行提供澳新银行合理要求的一切数据，以管理洗钱或恐怖融资风险，或遵守您在澳新银行开立和持有账户的国家或任何其它国家的任何法律，而您同意澳新银行可以向以下机构披露有关您的任何资料：

- (a) 任何执法机关、监管机构或法院（如您在澳新银行开立和持有账户的国家或其它地方的任何法律规定）；
- (b) 澳新银行启用的支付清算行，以达到合法的目的。

除非您已经披露您是以受托人身份或代表另一名人士行事，否则您必须确保您在同意这些条款的情况下以您本人名义行事。

您向澳新银行声明、认同并承诺：澳新银行根据您的指示进行的付款不会违反您开立和持有澳新银行账户的所在国或任何其它司法管辖区的法律。

## 1.19 终止和中止

### 账户持有人终止登录



账户持有人可以在任何时候，通过向您的澳新银行分行发出书面通知或填写相关澳新银行网上银行取消表格并提交给您的澳新银行分行，以取消账户持有人对澳新银行网上银行的登录（或取消某位授权用户使用澳新银行网上银行登录账户持有人账户的权利）。

### 终止或中止登录

澳新银行可以在任何时候向您发出书面通知（可能包括在您登录使用澳新银行网上银行时向您发出通知）的形式，终止您对澳新银行网上银行的登录。澳新银行还可能在任何时候由于澳新银行网上银行安全或质量的原因，在不向您发出事先通知的情形下，取消或拒绝对澳新银行网上银行或其任何部分的登录。澳新银行不会在无合理理由的情况下取消或拒绝您的登录，这些理由可能包括：

- (a) 澳新银行怀疑您欺诈或从事不当行为；
- (b) 澳新银行怀疑有第三方利用您的用户名、密码、安全装置和/或安全装置代码，以欺诈手段使用或试图使用澳新银行网上银行；
- (c) 如果账户持有人提出，或其债权人针对账户持有人提出破产、清盘或公司重组申请；或
- (d) 按照法律要求。

如果澳新银行行使本条款中的权利，将不会对账户持有人因此可能蒙受或已经蒙受的任何损失负责。

## 1.20 错误或争议解决

您必须保存通过澳新银行网上银行作出的已完成指示的完整记录，并保持有关记录的准确性及完整性。澳新银行将按照法律规定，并根据澳新银行的文件保存政策，保存通过澳新银行网上银行进行的交易记录。

账户持有人必须尽快仔细检查账户持有人的账户记录。如果账户持有人认为在任何交易中发生了错误，或存在某项未授权的交易，账户持有人必须尽快联系澳新银行网上银行支持中心，或前往最近的澳新银行分行寻求帮助。

为协助澳新银行的调查，账户持有人必须提供下列信息：

- 账户持有人的姓名、地址和账户详情；
- 相关交易的详情；
- 所怀疑的错误，或者有争议或未授权交易的金额。

澳新银行还可以要求账户持有人提供进一步的信息。

如果您向澳新银行口头告知怀疑错误或争议交易，则澳新银行可以要求账户持有人以书面形式提交其投诉的详情。然而，只要您能够提供上述信息，就不会延误澳新银行启动调查。

如果澳新银行无法立即令您满意地解决争议，澳新银行将向账户持有人提供一份书面通知，列明澳新银行将采取哪些步骤调查并解决争议。

## 1.21 费用和收费

当您使用澳新银行网上银行开展特定交易时，澳新银行可能会收取一定费用和收费。您同意支付费用和收费，还同意澳新银行可以直接从您的资金账户中或从受益账户取得（如适用）的所得款中扣除这些费用和收费。澳新银行可以随时修订这些费用和收费。所有当前费用和收费的详情，均可在距离您最近的澳新银行分行查询。

## 1.22 变更条款及条件、费用和收费

澳新银行可能按照法律规定或因其它理由修订澳新银行网上银行条款及条件，以及适用于澳新银行网上银行的费用和收费。

澳新银行可以在任何变更生效之前至少 30 天向您发出通知，以随时变更条款及条件，以及适用于澳新银行网上银行的费用和收费，通知方式如下：

- 向您直接传达（例如通过账单或网上广播通知）；或者
- 在澳新银行的任何分行或澳新银行网站上发布通知；
- 在主要日报或全国性报纸中登载广告。

您将被视为在任何此类公告或广告登载之后立即得到了通知。

如果您在通知期结束后继续使用澳新银行网上银行，则视为您接受该变更。

## 1.23 弥偿保证

在法律允许的范围内，如账户持有人及/或授权用户（包括业务操作人）进行下列事项，则账户持有人同意就澳新银行可能因针对澳新银行提出的任何申索、要求或任何类型的行动而直接或间接蒙受的任何损失或损害，向澳新银行作出弥偿：



- 不遵守条款及条件对其规定的义务；或者
- 就条款及条件疏忽或欺诈行事。

## 1.24 管辖法律

条款及条件受到您在澳新银行开立和持有的主账户所在司法管辖区中现行法律的管辖，并根据其进行解释。您和澳新银行同意受到依照前述法律拥有司法管辖权的法院的非排他性司法管辖。

## 1.25 隐私和保密披露

在受到本文件第 2 节中澳新银行网上银行国家特定条款及条件约束的前提下，当您同澳新银行开展业务往来时，澳新银行可能收集并使用您的一些信息，包括您的交易详情、财务状况、您与澳新银行的账户关系及/或您的账户（统称“信息”）。澳新银行在下文中将列明澳新银行可能在何时及如何收集并使用您的信息。

### 澳新银行收集您的信息

澳新银行可以在法律允许的范围内收集您的信息：

- 以协助提供关于某项产品或服务的信息；
- 以考虑您对某项产品或服务的请求；
- 以使得澳新银行能够提供某项产品或服务；
- 以向您告知您可能感兴趣的其它产品或服务；
- 以履行其它管理和运营任务（包括风险管理、系统开发和测试、信用评分、员工培训，以及市场或客户满意度调研）；
- 以防止或调查任何欺诈或犯罪（或可疑的欺诈或犯罪）；以及
- 以遵照相关法律、规章和外部支付系统的要求行事。

### 缺乏相关信息

如果您没有提供所要求的部分或全部信息，澳新银行可能无法向您提供某种产品或服务。

### 澳新银行的披露

在澳新银行遵守其对澳新银行客户一般性保密职责的前提下，并在法律允许的范围内，申请及/或持续使用澳新银行网上银行服务，您即同意澳新银行可以使用您的信息，并将其披露给下列各方：

- 澳新银行的任何分行或代理，包括澳新银行的总部及其分行、代理、代表处、地区办事处或联属机构，或者澳新银行在世界各地的任何相关公司（“澳新银行集团成员”）；
- 澳新银行集团成员的任何办事处、分行、联属机构、子公司、雇员或代理，或其审计师或法律顾问；
- 信用报告机构或账款催收机构；
- 澳新银行或任何澳新银行集团成员聘请以开展或协助其银行职能和活动（包括澳新银行网上银行服务）的任何外包供应商、代理和承包商；
- 监管机构、政府机关、执法机构和法院；
- 法律授权或要求澳新银行向其披露信息的其它各方；
- 其它银行和金融机构；
- 您的授权代理或您的遗嘱执行人、遗产管理人或法律代表人；
- 澳新银行认为必须或适合向其披露的人士，披露的目的是便于澳新银行根据条款及条件履行其职责及行使其权力及权利；
- 澳新银行全权酌情认为合适的任何人士。

您进而同意和承认：任何澳新银行集团成员可以在法律允许的范围之内，向其得到授权披露上述信息的任何一方移交该等信息，而无论该方的主要营业地是否在您居住的司法管辖区之外，亦无论该方是否在您居住的司法管辖区之外收集、持有、处理或使用全部或部分该等信息。

### 查阅澳新银行持有的您的信息

在法律允许的范围内，您可以随时向您的澳新银行分行提出请求，以查阅并请求更正您的信息。

澳新银行可能在您开立和持有澳新银行账户的司法管辖区内，在账户开立时或以随时通知形式向您出具一份隐私声明。本第 1.25 条是对该隐私声明的补充。



## 1.26 通知和通讯

澳新银行将按照您指定的主账户邮寄地址，将有关澳新银行网上银行的通讯、通知或其它文件以书面形式邮寄给您。您将被视为在寄发后第二个澳新银行营业日收到该等通讯或通知。

## 1.27 歧义

如本文件的英文版与其它语言版本出现歧义，概以英文版为准。

## 1.28 转让

未经澳新银行事先书面许可，账户持有人不得转移和/或转让条款及条件，或与其相关的任何文件对其规定的任何或所有或部分权利、利益及/或义务。

澳新银行可随时向其在其经营业务的司法管辖区注册成立的子公司或其任何附属公司，转移及/或转让条款及条件或任何相关文件对其规定的任何或全部或部分权利、利益及/或义务，而无须征求您的同意。为方便进行相关转移及/或转让，澳新银行有权向该子公司或附属公司披露任何相关信息，而您同意采取及签署澳新银行可能合理要求的行动及文件，以完成转移及/或转让所需的任何批准、存档或登记手续。

# 2 澳新银行网上银行国家特定条款及条件

## 2.1 新加坡

### 2.1.1 登录澳新银行网上银行

为安全目的并依照法律要求，账户持有人和每名授权用户都必须使用澳新银行在注册后授予的用户名称、密码和安全装置代码，以登录澳新银行网上银行，并在以后每次登录时使用。每名授权用户将获发相应的用户名称、临时密码和安全装置代码。

### 2.1.2 主账户

如您在新加坡开立和持有的澳新银行账户在澳新银行网上银行链接到在新加坡以外司法管辖区开立和持有的其它澳新银行账户，您必须指定您在新加坡持有和开立的澳新银行账户为主账户。

### 2.1.3 授权用户的密码、用户名称和安全装置

如果账户持有人为公司，并且某授权用户离开了您的公司，则必须中止或取消该授权用户和操作人的用户名称和安全装置。向澳新银行发出书面通知后，账户持有人能够随时中止任何用户名称或安全装置。

## 2.2 日本

### 2.2.1 未授权交易

本第 2.2.1 条列明如果账户持有人为个人，并已指定其在日本开立和持有的澳新银行账户链接到澳新银行网上银行，澳新银行及账户持有人须就通过澳新银行网上银行进行的未授权交易承担的责任。

- (a) 在以下情况下，如账户持有人的密码丢失或被盗，账户持有人可以向澳新银行要求赔偿，而澳新银行同意向账户持有人赔偿其因通过澳新银行网上银行进行的未授权交易而造成的实际损失：
- (i) 账户持有人在获悉密码丢失或被盗以及未授权交易（“未授权活动”）发生之后立即通知澳新银行；
  - (ii) 账户持有人向澳新银行提供未授权活动的充分解释；
  - (iii) 账户持有人与澳新银行合作进行调查，包括向澳新银行提供其向警方登记的损害报告或提供任何可能帮助澳新银行对未授权活动的事实进行推断的其它证据；并且
  - (iv) 未授权活动不是由于账户持有人的故意行为或重大疏忽而发生的。
- (b) 如果账户持有人因其疏忽而对未授权活动的发生负有责任，则澳新银行将对账户持有人提出的索赔请求作为个案考虑，即考虑事件中的各种情况。澳新银行将全权酌情决定支付账户持有人的赔偿金额（如有）。
- (c) 尽管存在本文件第 2.2.1(a)和(b)条的上述规定，但如果出现下列情形，则澳新银行不会向账户持有人提供任何赔偿：
- (i) 账户持有人在事件发生之后三十（30）日后仍未向澳新银行报告该未授权活动；
  - (ii) 未授权活动是由账户持有人的配偶或亲属所为；
  - (iii) 账户持有人曾向澳新银行提供了关于未授权活动以及账户持有人所蒙受损失的虚假说明；或者
  - (iv) 未授权活动由于社会动乱（比如战争或暴乱）所导致或由其附带产生。



- (d) 如果澳新银行根据本文件第 2.2.1(a)或(b)条向账户持有人作出赔偿，账户持有人同意免除及解除澳新银行账户持有人日后就未经授权活动向澳新银行提出的任何申索、行动、诉讼或法律程序，以获取赔偿金、赔偿或任何其它补救。

### **2.2.2 隐私和保密披露**

澳新银行网上银行一般条款及条件第 1.25 条受到日本澳新银行隐私及个人信息政策（“日本澳新银行隐私政策”）的约束，后者可以通过 <http://www.anz.co.jp/anz/privacy.html> 查阅。为避免疑问，这项日本澳新银行隐私政策是第 1.25 条最后一段所述的隐私声明。

### **澳新银行网上银行支持中心的联系方式**

澳新银行网上银行支持中心

营业时间：每周一至周五，新加坡标准时间上午 7 时至午夜 12 点。

免费电话：+800 6622 3388（用手机和付费话机拨打可能收费）

海外客户请拨打+65 6506 1500（可能收取国际长途通话费）。