

**BUSINESS TRANSACTION  
ACCOUNTS TERMS  
AND CONDITIONS**

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ANZ BUSINESS BANKING | 05.06.2017



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**This document contains terms and conditions for:**

- ANZ Business Advantage Account
- ANZ Business Classic Account
- ANZ Business Extra Account
- ANZ Business Extra 50 Account
- ANZ Business Premium Saver Account
- ANZ Business Cash Management Account
- ANZ Premium Business Cash Account
- ANZ Revolving Agri Line
- ANZ Business Offset Account
- ANZ Business Mortgage Loan Offset Account
- ANZ GST Payment Account
- ANZ Term Deposit
- ANZ Business Notice Term Deposit
- ANZ Negotiator Account
- ANZ Equity Manager in a Company Name Account
- ANZ Agri Finance Offset Account
- Direct Debits
- Periodical Payments
- ANZ Internet Banking
- ANZ Internet Banking for Business
- ANZ Phone Banking
- BPAY®
- ANZ Mobile Phone Banking

This document must be read in conjunction with the 'ANZ Business Banking Transaction Accounts Fees and Charges' booklet. Together they form your Terms and Conditions for the above products.

## References to ANZ

In these Terms and Conditions, 'ANZ' means Australia and New Zealand Banking Group Limited ABN 11 005 357 522.

Application of these Terms and Conditions.

If you are opening a new account, these terms and conditions will apply immediately. Other terms and conditions, including those implied by law, apply. To the extent of any inconsistency, these terms and conditions shall prevail to the extent permitted by law. You should read all terms and conditions provided to you and ask ANZ about any issues that concern you.

## Opening an ANZ Account

**Business Advantage Account, Business Classic Account<sup>(ii)</sup>, Business Extra Account, Business Extra 50 Account<sup>(i)</sup>, Business Cash Management Account<sup>(i)</sup>, Premium Business Cash Account<sup>(i)</sup>, Business Premium Saver Account, Revolving Agri Line, ANZ Business Offset Account, Business Mortgage Loan Offset Account, Agri Finance Offset Account, ANZ Term Deposit Account, ANZ Business Notice Term Deposit Account, Negotiator Account or an Equity Manager in a Company Name Account.**

Under Federal Government law, we must verify the identity of all account holders, and anyone authorised to act for them. For us to do this you and anyone authorised to act for you must satisfactorily meet ANZ's Customer Identification Process.

Depending on your business and/or structure you will be required to provide certain documents and information to ANZ.

For information relating to the documents required please contact any branch or speak to your ANZ Manager.

If you, or signatories to the account, are not identified in terms of the law, the account will be blocked for all withdrawals until the requirements are satisfied.

If you are an existing customer, or account signatory, identification requirements may have previously been satisfied so you don't need to provide the information again, unless you are asked to do so by us.

(i) Business Extra 50 Account, Business Cash Management Account and Premium Business Cash Account not available for sale after 17 September 2011.

(ii) Business Classic Account not available for sale after 5 May 2012

## Opening an ANZ Negotiator Account

The interest rate and fee structure for your ANZ Negotiator Account is subject to review by ANZ at any time. There is a minimum opening balance of \$50,000 for ANZ Negotiator Accounts.

## Tax File Numbers

Federal law provides that all accounts earning deposit interest in a tax year may be subject to Tax File Number (TFN) legislation. It is not compulsory for you to provide your TFN. However, if you choose not to do so, ANZ is required to deduct withholding tax from any interest earned unless you are in an exempt category.

Withholding tax is calculated at the highest marginal tax rate plus Medicare Levy. ANZ will preserve the confidentiality of your TFN, which can be recorded for all your accounts, in accordance with the Privacy Act.

## Code of Banking Practice

If you are an individual or a small business (as defined in the Code of Banking Practice) ANZ is bound by the Code of Banking Practice when it provides its products and services to you.

## Deposits

ANZ Term Deposits and ANZ Business Notice Term Deposits have specific terms and conditions for depositing money. Please refer to the specific account terms for details. For all other accounts, you can make deposits to your account:

- at any ANZ ATM, if your account is linked to an ANZ card;
- by arranging an automatic deposit of income to be paid directly into your account;
- in person at any ANZ branch;
- by transferring funds electronically using ANZ Internet Banking, ANZ Internet Banking for Business, ANZ Phone Banking or ANZ Mobile Phone Banking;
- by arranging an electronic credit via another financial institution;

- over the counter at another bank. Please note that the other bank may charge a fee for this service; and
- in any other way ANZ agrees with you.

Deposits may also be made using Fast Deposit Bags and ANZ Fast Deposit Envelopes in ANZ branches (where available). Additional conditions apply if you use Fast Deposit Bags. These conditions are available from any ANZ branch.

The following terms and conditions apply to deposits made using ANZ Fast Deposit Envelopes:

- ANZ Fast Deposit Envelopes can be used to make a deposit to a single ANZ account. Each deposit must be accompanied by a completed deposit slip and one or more cheques drawn on an Australian bank in Australian currency only – no notes/coin, foreign currency or foreign cheques are to be placed in the ANZ Fast Deposit Envelope. No third party cheques are to be placed in the ANZ Fast Deposit Envelope without prior arrangement with ANZ;
- A separate ANZ Fast Deposit Envelope and completed deposit slip must be used for deposits made to each separate account;
- You must follow the directions contained on the ANZ Fast Deposit Envelope, otherwise ANZ may, at its discretion, return the ANZ Fast Deposit Envelope to you without processing or completely processing the deposit;
- You must not place anything flammable, explosive, harmful, noxious or dangerous inside an ANZ Fast Deposit Envelope;
- Once you have followed the directions contained on the ANZ Fast Deposit Envelope, place the sealed envelope into the ANZ Fast Deposit Box located inside the branch (where available);
- ANZ will treat deposits made using ANZ Fast Deposit Envelopes as having been received by ANZ on the same day that you make the deposit providing your ANZ Fast Deposit Envelope is deposited to the ANZ Fast Deposit Box before 4pm Monday to Thursday, or 5pm Friday in the branch where you make the deposit. Otherwise ANZ will treat the deposit as having been received by ANZ on the following day that the

branch where you made your deposit is open for business. ANZ will credit your account with effect from the day that ANZ treats the deposit as having been received under this clause (proceeds of cheques and other negotiable instruments will be unavailable until cleared);

- If the amount recorded on a deposit slip accompanying your deposit differs from our calculation of the total value of cheques deposited, ANZ reserves the right to adjust your account to reflect ANZ's calculation. If you disagree with ANZ's calculation of the value of the cheques deposited, you may request that ANZ conduct a review and reconciliation of the deposited cheques. ANZ will adjust your account accordingly if, in its reasonable view, it has made an error in the initial calculation;
- ANZ is not responsible to you for:
  - i) any discrepancy between ANZ's calculation and your calculation of the contents of the ANZ Fast Deposit Envelope;
  - ii) any loss or theft from an ANZ Fast Deposit Envelope, except to the extent that the fraud, negligence or recklessness of ANZ or its employees caused or contributed to the loss or theft;
  - iii) any loss or damage which occurs if you have breached your obligations under these conditions of use or act negligently or fraudulently when using ANZ Fast Deposit Envelopes;
  - iv) any delay in acting upon instructions from you which results from the temporary breakdown of, or interruption to, the ANZ Fast Deposit Envelope service, or any other circumstances beyond ANZ's reasonable control;
  - v) any loss or damage (including consequential loss or damage) suffered in relation to the use of, or inability to use, the ANZ Fast Deposit Envelope service, unless the loss or damage is attributable to the negligence or wilful default of ANZ, a breach of a condition or warranty implied at law in contracts for the supply of goods or services which may not be excluded, restricted or modified or only to a limited extent;

- You are liable for, and indemnify ANZ against, any loss or damage ANZ may suffer because you did not observe your obligations under these conditions or acted negligently or fraudulently when using the ANZ Fast Deposit Envelope service;
- It is your responsibility to retain details of all cheques deposited using the ANZ Fast Deposit Envelope service so that in the event of any loss or damage you are able to approach the drawer for a replacement.

## Withdrawals

You can withdraw money from your accounts by using your linked ANZ card at any ATM, contactless or EFTPOS terminal that accepts the card. A daily withdrawal limit applies to card transactions (see Daily withdrawal limit section).

Over the counter withdrawals can be made at any ANZ branch. If you wish to make a withdrawal at an ANZ branch where the account is not held, ANZ may require you to provide satisfactory identification and may impose a daily limit on the amount which you withdraw.

For ANZ Business Offset Account, ANZ Business Mortgage Loan Offset Accounts and ANZ Agri Finance Offset Accounts, withdrawals must always be for amounts of \$1,000 or more. If the amount withdrawn from an ANZ Business Mortgage Loan Offset Account or ANZ Agri Finance Offset Account is less than \$1,000 a fee may be charged. The only exemption to this is where you arrange for a regular automatic payment to the ANZ Business Mortgage Loan or ANZ Agri Finance Loan that is linked to your account.

Withdrawals without an ANZ Card can be made by any authorised operator to the account by using the withdrawal process at ANZ branches. If your account has a cheque facility, you can withdraw by using cheques.

ANZ may allow you to make withdrawals or debits to your account in other ways. If it does, ANZ can impose further terms and conditions for those withdrawals or debit arrangements.



## Other ways you can transact

Despite any other provision in these terms and conditions, ANZ may permit you to make deposits to or withdrawals from your ANZ account at an agent, contractor or service provider of ANZ. Where such deposits or withdrawals are permitted by ANZ, the time for processing the relevant credits or debits to your account may vary. Limits may also be imposed on the amount or types of deposits or withdrawals that may be made at an agent, contractor or service provider. Details of any processing times and limits will be published on <http://www.anz.com.au/personal/ways-bank/>

## Direct Debit and Periodical Payments

A direct debit is a debit from your ANZ Account that you arrange through a merchant or other service provider by providing your account number and branch number (BSB) (not your 16 digit ANZ Business Visa Debit card number). A periodical payment is a debit from your ANZ Account, which you instruct ANZ to make to any other account by providing your account number and branch number (BSB) (not your 16 digit ANZ Business Visa Debit card number).

You can:

- arrange for a direct debit or a periodical payment to be stopped if you notify ANZ in writing before the payment is made. A Stop Payment Fee may be charged for this service;
- arrange for payment of a direct debit or a periodical payment to be altered if you notify ANZ in writing at least two banking days before the payment is made; and
- cancel a direct debit request or a periodical payment facility at any time by notifying ANZ in writing.

ANZ may charge a fee for cancelling a direct debit or periodical payment.

## Non-ANZ ATM Transactions

If you make a withdrawal or balance enquiry at a non-ANZ ATM within Australia, that Financial Institution may debit your account with a fee or charge for providing you with that service. A fee will be charged to your account for these transactions. These transactions do not count toward your fee free withdrawal limits.

# Processing of Withdrawals and Deposits

Deposits and other credits (including credits for returns of purchased goods) will not be treated as made until the date on which those deposits or other credits are applied to the account in the ordinary course of business.

Generally, any transaction at an ANZ ATM (excluding an envelope deposit), ANZ EFTPOS, ANZ Phone Banking, ANZ Mobile Phone Banking, ANZ Internet Banking or ANZ Internet Banking for Business will be processed to your account on the same day, provided they are made before the following times:

- 9:45pm Melbourne time Monday to Friday (excluding national public holidays) for withdrawals, deposits or transfers at ANZ ATMs;
- 10pm Melbourne time Monday to Friday (excluding national public holidays) for ANZ EFTPOS transactions;
- 10pm Melbourne time Monday to Friday (excluding national public holidays) for funds transfers made through ANZ Phone Banking, ANZ Mobile Phone Banking, ANZ Internet Banking or ANZ Internet Banking for Business; and
- 6pm Sydney time on Banking Business Days when using BPAY®.

Any transaction made after these cut-off times may be processed on the following business day or Banking Business Day. A Banking Business Day is a day on which banks in Melbourne or Sydney are able to effect settlement through the Reserve Bank of Australia.

Cash deposits made via an envelope at an ANZ ATM will usually take one to three business days to be processed to your account. Cheque deposits made via an envelope at an ANZ ATM may take up to seven business days to be processed to your account (and will be subject to the terms and conditions applying to cheques referred to from page 23).

Withdrawals conducted via another financial institution will be processed in accordance with the cut-off time agreed between ANZ and that financial institution (or their representative), and may be different to the above.

ANZ reserves the right to pay transactions presented for payment in any order that we choose.

## Credit Interest

ANZ Term Deposits and ANZ Business Notice Term Deposits have specific terms and conditions in relation to interest calculation. Please refer to the specific account terms for details.

No interest is paid on ANZ Business Advantage, ANZ Business Classic, ANZ Revolving Agri Line, ANZ Business Extra Account or ANZ GST Payment Accounts.

### **Credit Interest on ANZ Business Cash Management Accounts, ANZ Premium Business Cash Accounts, ANZ Business Premium Saver Accounts, and ANZ Equity Manager in a Company Name Accounts.**

Interest is calculated on the daily closing balance of your account. Interest is compounded and paid to the account monthly, based on the account opening date or another date nominated by ANZ. Where the interest rate is tiered, and if the balance in the account is above a tier level, then a different rate of interest will be paid on the excess above the tiered level up to a limit (if any) nominated by ANZ. The daily interest rate is the annual rate divided by 365. Please refer to [anz.com/businessdepositrates](http://anz.com/businessdepositrates) for current interest rates.

### **Credit Interest on ANZ Business Extra 50 Accounts**

Interest is calculated on the daily closing balance of your ANZ Business Extra 50 Account. Interest is compounded and paid to the account quarterly, based on the account opening date or another date nominated by ANZ. The rate of interest is banded. This means that different rates apply to different parts of the account balance. ANZ may determine that no interest is payable on one or more parts of the balance. The daily interest rate is the annual rate divided by 365.

### **Credit Interest on ANZ Negotiator Accounts**

For ANZ Negotiator Accounts, interest is calculated on the daily closing balance of the account and paid to the account monthly (or such other period as agreed by ANZ and notified to you in writing), based on the account opening date or another date nominated by ANZ. The interest rate structure will be advised to you when you open your account and will be determined by ANZ. Interest will either be:

- paid on the whole balance in your account, regardless of the minimum account balance requirement; or
- paid on the whole balance in your account only once your account reaches and exceeds the minimum account balance requirement; or
- paid at different rates for different parts of the account balance.

## Interest Rates

Details of current interest rates applicable to your account are available by contacting ANZ's Customer Service Centre on 13 13 14, at any ANZ branch, or by visiting [anz.com](http://anz.com).

For accounts where the interest rate is based on the Cash Target Rate set by the Reserve Bank of Australia, details are available by visiting [www.rba.gov.au](http://www.rba.gov.au).

## Fees

Information on all current standard fees and charges, together with fee free thresholds, is contained in the 'ANZ Business Banking Transaction Accounts Fees and Charges' booklet available from any ANZ branch. Fees incurred will be charged to your account monthly, based on the account opening date or such other date as ANZ advises. For ANZ Negotiator accounts, you will be advised of your fee structure when you open your account.

ANZ may waive fees under certain conditions. If ANZ fails to collect a fee to which it is entitled, ANZ has not waived its right to collect the fee at a later date with notice to you; or for future transactions of the same nature.

## GST

Terms used in this clause have the same meaning as those defined in the A New Tax System (Goods and Services Tax) Act 1999 ("GST Act") unless provided otherwise.

If any supply made under or in connection with this Agreement is subject to GST, the party making the supply ("ANZ") may increase the consideration otherwise provided for by the amount of that GST and recover such additional amount from the party liable for payment of the consideration. This clause does not apply to the extent that the consideration is expressly agreed to be GST inclusive.

If you are required to reimburse ANZ for any costs, the amount must be reduced to the extent that ANZ is entitled to claim an input tax credit in respect of those costs. A party will be assumed to have an entitlement to claim a full input tax credit unless it demonstrates otherwise prior to the date on which the consideration must be provided.

No payment of any amount in respect of GST is required until ANZ has provided a tax invoice or adjustment note, as the case may be, to you. ANZ must provide a tax invoice or adjustment note to you as required by the GST Act.

Any reference in this Agreement to fee, price, value, sales, revenue, or similar amount ("Revenue") shall be a reference to that Revenue exclusive of GST, unless and to the extent that the revenue is expressly agreed to be GST inclusive.

## Statements

ANZ will issue statements for your account at least every six months or more often if you request (except for ANZ Term Deposits and ANZ Business Notice Term Deposits, ANZ GST Payment Accounts and ANZ Equity Manager in a Company Name and for where an ANZ Business Visa Debit card has been linked to your account). Statements for ANZ GST Payment Accounts will be issued quarterly at the end of September, December, March and June of each year. Statements are not issued for ANZ Term Deposits and ANZ Business Notice Term Deposits. For ANZ Equity Manager in a Company Name, ANZ will provide a statement every three months, or any other lesser period as agreed by you and ANZ. Where an ANZ Business Visa Debit card has been linked to your account, ANZ will issue statements for your primary account at least once every two months.

## Your Obligations

You must review and reconcile your records in respect of each account held with ANZ within sixty (60) days after you should have received the relevant statement of account (the 'account reconciliation period').

If you believe there are errors, unauthorised transactions or disputed transactions shown on your statement, you must notify ANZ as soon as possible.

Subject to the Electronic Banking Conditions of Use, ANZ will only be responsible for investigating any such

transactions during the account reconciliation period.

ANZ requires you to take reasonable care and precautions to prevent unauthorised or fraudulent non-bank transactions occurring on your account(s) including, but not limited to:

- (a) reconciliation systems and procedures from which you can promptly ascertain whether unauthorised amounts have been debited to your account(s);
- (b) regular verification of transactions on your account(s) by suitably qualified and/or experienced people;
- (c) unless it is impractical, proper segregation of duties, that is, the person responsible for the matters described in subclauses (a) and (b) is a person other than that responsible for writing and/or authorising transactions.

## **Authority for Account Operation**

At the time of opening your account, you nominate the persons who are authorised to operate the account. ANZ can act at all times on the basis that the authorised operator(s) can act fully and effectively in all dealings, matters and transactions in respect of the account. You are responsible to ANZ for all liability which is incurred as a result of operations on the account. If you hold your account jointly or in partnership with one or more other persons, then each of you is jointly and severally responsible to ANZ for any liability. If you wish to alter the account authorisation instructions, then you must notify ANZ in writing.

If you authorise an authorised operator to use ANZ Phone Banking, ANZ Mobile Phone Banking, ANZ Internet Banking, and ANZ Internet Banking For Business in connection with your account, you will also need to complete a separate ANZ Phone Banking, ANZ Mobile Phone Banking, ANZ Internet Banking and ANZ Internet Banking For Business Authorised User Authority.

Each authorised operator must complete ANZ's identification and verification process.

## Disruption to Service

When planning transactions, please allow sufficient time. You should bear in mind that occasionally a banking service may be disrupted. A 'disruption' is where a service is temporarily unavailable or where a system or equipment fails to function in a normal or satisfactory manner.

To the maximum extent permitted by law, ANZ will only be liable for loss or damage suffered because of a disruption where that disruption is caused by an event within ANZ's reasonable control. ANZ will not be liable for consequential loss or damage because of such disruption. This disclaimer is in addition to, and does not restrict, any other provision contained in these terms and conditions which limits ANZ's liability.

## Inactive Accounts

If you do not operate your account for three years and there is \$500 or more in your account, ANZ may be required by law to send your money to the Government as unclaimed money. While you can reclaim your money at any time, ANZ suggests you operate your account regularly to avoid this inconvenience.

## Notices and Joint Accounts

ANZ can send you notices, statements or other documents by providing them to any one of the authorised operators at their nominated address (including an Electronic Address) shown in ANZ's records.

Where permitted by law, ANZ may deliver any document we are required to provide you (including statements of accounts, notices about your account and changes to these terms and conditions) electronically. Electronic methods used may include (but are not limited to) sending the document, or information about how to access the document electronically, to an Electronic Address nominated by an authorised operator. If ANZ does this, the authorised operator will be deemed to have received the notice, statement or other document the day after it is sent.

If ANZ gives these terms and conditions to any of the joint account holders (including electronically), they will be considered to have been received by all account holders.

If anyone has access or authorisation to ANZ Internet Banking or ANZ Internet Banking for Business in respect of an account, that person may access account statements and notices that were delivered through that platform before they were given access rights to that account on ANZ Internet Banking or ANZ Internet Banking for Business. If an account holder dies, ANZ may in its discretion treat the balance of the account as owned by any surviving account holder(s).

In this section, an Electronic Address includes your email address or mobile telephone number shown in our records, SecureMail in ANZ Internet Banking or ANZ Internet Banking for Business.

## **Trust Accounts**

Trust accounts can be opened by ANZ on request.

## **Account Purpose**

Your ANZ business account must be used solely for business purposes. You must not use your ANZ business account for personal purposes or mixed business and personal purposes.

## **Contact Details**

You should notify ANZ as soon as possible of any changes to your account details including the name and address, email address or mobile telephone number of the account holder, authorised operators or business. ANZ may require this notification to be in writing. You must ensure notifications are capable of being received and retrieved at your contact addresses, including any nominated email address or mobile telephone number.

ANZ will not be responsible for any errors or losses associated with account changes where ANZ has not received prior notice.

## **ANZ's Right to Combine Accounts**

ANZ can combine the balances of two or more of your accounts, even if the accounts are at different branches. It can also do this if the accounts are in the same joint names. This may happen when one of your accounts is overdrawn or is in debit and another is in credit. This means that the credit balance in one account can be used to repay to ANZ the debit balance in another account. ANZ will promptly inform you if it has combined any of your accounts. ANZ need not notify you in advance.



You should not treat your accounts as combined unless ANZ has agreed to such an arrangement.

## Privacy and Confidentiality

ANZ will collect and use information about you during the course of your relationship with ANZ. We explain below when and how ANZ may collect, use and disclose this information.

It is important that the information ANZ holds about you is up to date. You must let ANZ know when information you have provided ANZ has changed.

Unless otherwise stated, this clause applies to individuals and non-individuals (e.g. companies).

### Collection, use and disclosure of information

ANZ may use and disclose the information we collect about you for the following purposes:

- 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 or provision of a product or service;
- to manage accounts and perform other administrative and operational tasks (including risk management, systems development and testing, credit scoring, staff training, collecting debts and market or customer satisfaction research);
- to consider any concerns or complaints you raise against ANZ and/or to manage any legal action involving ANZ;
- to identify, prevent or investigate any fraud, unlawful activity or misconduct (or suspected fraud, unlawful activity or misconduct);
- to identify you or establish your tax status under any Australian or foreign legislation, regulation or treaty or pursuant to an agreement with any tax authority; and

- as required by relevant laws, regulations, codes of practice 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.

### **Information required by law etc.**

ANZ may be required by relevant laws to collect certain information from you. Details of laws that require us to collect information about individuals (personal information) and why these laws require us to collect personal information are contained in ANZ's Privacy Policy and at [www.anz.com/privacy](http://www.anz.com/privacy).

### **Providing your information to others**

ANZ may provide your information to:

- any related entity of ANZ which may use the information to: carry out ANZ's functions and activities; promote its own products and services; assess your application for one of its products or services; manage your product or service; perform administrative and operational tasks (including debt recovery); or comply with regulatory requirements and prudential standards;
- an organisation that is in an arrangement with ANZ to jointly offer products and/or has an alliance with ANZ to share information for marketing purposes (and any of its outsourced service providers or agents), to enable them or ANZ to: provide you with products or services; and/or promote a product or service;
- any agent, contractor or service provider ANZ engages to carry out or assist its functions and activities (for example, mailing houses or debt collection agencies);
- an organisation that assists ANZ to identify, prevent or investigate fraud, unlawful activity or misconduct;
- regulatory bodies, government agencies, law enforcement bodies and courts;
- other parties ANZ is authorised or required by law or court/tribunal order to disclose information to;

- participants in the payments system (including payment organisations and merchants) and other financial institutions (such as banks);
- other credit providers;
- mortgage insurers and any reinsurer of any such mortgage insurer;
- your guarantors (and intending guarantors) and any person who has provided security for your loan;
- any person who introduces you to ANZ;
- your referee(s);
- your employer;
- your joint borrower(s) or account holder(s) and
- your authorised agents; your executor, administrator or trustee in bankruptcy; your legal representative; your attorney; or anyone acting for you in connection with your account.

If you are an individual and do not want us to tell you about products or services, phone 13 13 14 or your ANZ Manager to withdraw your consent.

ANZ may disclose information to recipients (including service providers and ANZ's related entities) which are (1) located outside Australia and/or (2) not established in or do not carry on business in Australia. You can find details about the location of these recipients in ANZ's Privacy Policy and at [www.anz.com/privacy](http://www.anz.com/privacy).

### **Credit Reporting**

If you are an individual, you agree that ANZ may obtain information about your credit history and credit worthiness, including credit liabilities, repayments and defaults, from a credit reporting body (including a body that provides information on commercial activity and commercial credit worthiness) and use it to assess any application for credit, to manage your credit and for the purposes of debt collection. ANZ may also disclose information about you to credit reporting bodies.

Information about credit reporting, including the name and contact details of these credit reporting bodies, when ANZ may disclose your personal information to them to include in a report about your credit worthiness, and how you can request credit reporting bodies not use your information in certain circumstances, is available at [www.anz.com/privacy](http://www.anz.com/privacy).

If you would like a hard copy of this information, please call 13 13 14 or visit any ANZ branch for a copy of ANZ's Privacy Policy.

### **ANZ Privacy Policy**

ANZ's Privacy Policy ([www.anz.com/privacy](http://www.anz.com/privacy)) contains information about:

- the circumstances in which ANZ may collect personal information from other sources (including from a third party);
- how to access personal information and seek correction of personal information; and
- how you can raise concerns that ANZ has breached the Privacy Act or an applicable code and how ANZ will deal with those matters.

### **Collecting your sensitive information**

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

### **Personal information you provide about someone else**

If you give ANZ personal information about someone else, please show them a copy of this clause so that they may understand the manner in which their personal information may be used or disclosed by ANZ in connection with your dealings with ANZ.

## **Closing Your ANZ Account**

You or any other authorised person can close your account at any time upon request at the branch where the account is held. Any unused cheque books or electronic cards which solely operate the account must be returned at this time. When you close your primary account, any linked ANZ Business Visa Debit cards will be cancelled. ANZ will pay you the credit balance plus deposit interest if any, less any accrued account fees and Government charges applicable at the closing date. Monthly fees will apply even if the account has been open for only part of a calendar month. Any uncleared funds will not be released until they are cleared.

If there are any outstanding cheques, the account may only be closed once they have been presented. ANZ reserves the right to return any cheques presented for payment after the account has been closed. If your account is in debit, the balance plus any accrued debit interest, fees and Government charges applicable to

the closing date will be payable by you to ANZ.

If your account has either a nil or debit balance, and there have been no transactions (except for Government charges and fees) on the account for more than three months, then ANZ may close your account.

ANZ may exercise its discretion to close an account due to unsatisfactory conduct or for any other reason it considers appropriate. In this event, ANZ will notify you in writing at the address shown on our records and will forward a bank cheque for the net credit balance of the account.

If you hold an ANZ Business Visa Debit card and either you or we closed your primary account, the ANZ Business Visa Debit card will be cancelled prior to the primary account being closed. In this case you may no longer be able to:

- use your ANZ Business Visa Debit card number as your CRN to access ANZ Phone Banking or ANZ Internet Banking;
- access the primary account or any other linked accounts with your ANZ Business Visa Debit card.

To make alternative arrangements for your other ANZ accounts, please call ANZ on the number listed at the back of this booklet.

## Changes to Fees and Charges and Interest Rates

The table below sets out how and when ANZ will notify you of changes to your account. You agree that ANZ may notify you of certain changes by advertisement in major daily or national newspapers.

ANZ may make the following changes:

	Minimum Number of Days Notice	Method of Notice
Introduce a New Fee or Charge	30 days	In writing
Increase an Existing Fee or Charge*	30 days	In writing or by press advertisement
Change the method by which interest is calculated or the frequency with which interest is debited or credited	30 days	In writing

	Minimum Number of Days Notice	Method of Notice
Change the interest rate that applies to your account	Day of change	In writing or by press advertisement
Change the name of interest rates, accounts or publications	Day of change	In writing or by press advertisement

\*except for ANZ Equity Manager in a Company Name, refer to the ANZ Business Banking Finance Conditions of Use.

The rights mentioned above should be read as if they are each a separate right of ANZ even though they are set out in the one table.

### Changes to Other Terms and Conditions

ANZ may make any other change by giving you reasonable notice of the change, which may include notice on the day the variation takes effect if that is reasonable in the circumstances.

For example it will be reasonable in the circumstances to give notice on the day of the change if ANZ reasonably considers the change:

- i. has a neutral effect on your obligations;
- ii. reduces your obligations or;
- iii. is required to comply with any law

but these examples do not limit the circumstances in which it may otherwise be reasonable.

Despite this clause, ANZ will always give you notice in accordance with any applicable laws or industry codes (such as the Code of Banking Practice) which require any minimum notice periods or specific methods of notification.

### Small Business Customers

This clause will apply to you if you are a small business (as defined by the Code of Banking Practice) and ANZ makes a change only to your terms and conditions, but not to the terms and conditions of other small business customers.

Where this clause provides that the minimum notice period is the day of change, if ANZ reasonably considers the change will be materially adverse to you, it will provide you with reasonable notice of the change (not less than 10 business days) unless it

considers a shorter notice period is necessary to avoid or reduce an increase in credit risk to ANZ.

## Cheques

Cheques may only be written in the form supplied by ANZ. The forms may only be issued by the account holder named on the front or by an authorised operator.

**How Long Does it Take to Clear a Cheque?** Usually three to seven working days. When you pay a cheque into an ANZ Account, ANZ may allow you to draw on the cheque before it has cleared but you will be liable for the amount of the cheque if it is subsequently dishonoured.

**What Happens to the Original Cheque Once Paid?** ANZ will destroy the original cheque but keep a copy of the cheque for:

- 13 months, if the cheque amounts to less than \$200; or
- seven years, if the cheque amounts to \$200 or more.

**What if the Cheque is Dishonoured After I Have Drawn on the Funds?** ANZ will debit your account by the amount of the cheque and may also charge your account interest if the dishonoured cheque causes your account to be overdrawn.

**Special Clearances** You can arrange for a cheque to be cleared in less than the usual time by requesting a 'special clearance'. Fees apply to this service (except if cleared to an ANZ Equity Manager in a Company Name account).

**'Crossed' Cheques** A cheque with two parallel lines across it is a crossed cheque. When you cross a cheque, you are telling the bank that the cheque must be paid into an account with a financial institution and not cashed.

**'Not Negotiable' Cheques** The words 'Not Negotiable' between two parallel lines protects the true owner of a lost or stolen cheque. They ensure that the recipient of a cheque obtains no better rights to the cheque than the person who passed the cheque. For example, if your cheque has been stolen and passed by the thief to an innocent person, you will be able to recover the amount paid on your cheque from the innocent person (or the thief if they are found) – this is because the thief had no right to the cheque and therefore passed no rights to the innocent person. You have the option of having 'Not Negotiable' printed on the cheque forms.

**'Account Payee Only'**

If you write these words on a cheque, you are directing the bank collecting the cheque to only pay the cheque into the account of the person named on the cheque.

**'Or Bearer' and 'Or Order'**

These words mean that a bank may pay the cheque to whomever is in possession of the cheque, not only the person named on the cheque. If you delete these words, the cheque becomes an 'or order' cheque. A cheque payable 'to order' means that if the payee wants to transfer the cheque to another person, they must first sign the back of the cheque. You must delete the words 'or bearer' and replace them with 'or order' to make the cheque an 'or order' cheque.

**Third Party Cheques**

If you present a cheque which is payable to someone else or it appears to belong to someone else (third party cheque) ANZ may, at its discretion, refuse to accept that cheque for deposit or refuse to cash it or may require you to comply with some conditions before it will accept that cheque for deposit or cash it.

**Stopping a Cheque**

You may stop a cheque that you have written by telling ANZ the following:

- amount of the cheque;
- number and date of cheque; and
- name of payee.

A Stop Payment Fee may apply. If you have lost a cheque you received from someone else, notify that person so they may stop the cheque.

**Tips for Cheque Security**

- Don't leave gaps between words
- Begin the amount in words as close as possible to the left hand side and add 'only' to the end of the amount
- Begin the amount in figures as close as possible to the dollar sign
- Never write on a cheque with pencil or erasable ink
- Only sign a cheque when it is filled out
- Always write the amount in words as well as figures
- Check your bank statements regularly to reconcile cheques drawn on your account.



<b>When may a Cheque be Dishonoured or Payment Refused?</b>	<p>At the Bank's discretion, a cheque may be dishonoured or payment refused where:</p> <ul style="list-style-type: none"> <li>• there are insufficient funds in the account of the drawer;</li> <li>• the cheque is unsigned;</li> <li>• the cheque is more than 15 months old;</li> <li>• the cheque is future dated;</li> <li>• the cheque has been materially altered and the alteration has not been signed;</li> <li>• there is a legal impediment to payment;</li> <li>• the cheque has been stopped; or</li> <li>• the paying bank has been notified of the mental incapacity, bankruptcy or death of the drawer.</li> </ul> <p>ANZ may charge a dishonour fee.</p>
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<b>What if I Lose my Cheque Book or my Cheque or it is Stolen?</b>	<p>You should keep your cheques safe at all times. If they are lost or stolen, you must take the following action:</p> <ul style="list-style-type: none"> <li>• cheque payable to you – tell the person who wrote the cheque;</li> <li>• cheque written by you – request ANZ to stop the cheque and tell the person to whom the cheque is payable;</li> <li>• ANZ cheque book – tell ANZ to put a Stop Payment on the serial numbers. If you subsequently find the cheques, ANZ will require written authorisation from you before the cheques can be paid.</li> </ul> <p>If you don't inform ANZ that your cheque book has been lost or stolen as soon as possible, you may be liable for transactions incurred by you before you notify ANZ, even if they are made without your authority.</p>
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## Bank Cheques

Bank cheques are cheques instructing payment from the bank itself rather than from a customer's account. They are designed to provide an alternative to carrying large amounts of cash when a personal cheque is not acceptable. Bank cheques are usually requested because of the higher likelihood that they will be paid. However bank cheques should not be regarded as equivalent to cash.

Bank cheques can be purchased by ANZ customers and a fee may be charged. A bank may dishonour a bank cheque if:

- the bank cheque is forged or counterfeit;
- the bank cheque has been fraudulently and materially altered;
- a fraud or other crime has been committed;

- the bank is told the bank cheque has been lost or stolen;
- there is a court order restraining the bank from paying a bank cheque;
- the bank has not received payment or value for the issue of the bank cheque; or
- if a bank cheque is presented by a person who is not entitled to the cheque proceeds.

If a bank cheque is lost or stolen, ANZ will, on certain conditions, provide a replacement cheque and a fee may be charged.

## **Informal Overdraft facility**

For the purposes of this clause the following definitions apply:

‘Informal Overdraft’ means an amount advanced to you under the Informal Overdraft facility.

‘Informal Overdraft facility’ means the informal short-term credit facility ANZ may provide to you pursuant to this clause if a debit to your account (excluding a periodical payment) would, if processed, result in either:

- your account becoming overdrawn; or
- the approved limit on your account being exceeded.

When any debit (excluding a periodical payment) is initiated which, if processed, would result in either:

- your account becoming overdrawn; or
- the approved limit on your account being exceeded,

you are deemed to request an Informal Overdraft.

### **For accounts other than ANZ Equity Manager in a Company Name**

ANZ will consider your request and assess your eligibility for an Informal Overdraft based on ANZ’s credit criteria. You will be charged an Informal Overdraft Assessment Fee for this service in the circumstances described below.

If you satisfy ANZ’s credit criteria for an Informal Overdraft facility, ANZ will agree to your request by allowing the debit to be processed as an Informal

Overdraft, on the following terms:

- If the balance of your Informal Overdraft facility exceeds \$50 at the time of your request, or will exceed \$50 once the debit requested is processed, you will be charged an Informal Overdraft Assessment Fee on the day on which the debit is processed (or if that day is not a business day, on the next business day). The Informal Overdraft Assessment Fee (referred to in your bank statements and in the 'ANZ Business Banking Transaction Accounts Fees and Charges' booklet as an 'Honour Fee') is payable immediately.
- Interest will be charged on the sum of the Informal Overdraft and any fees and charges debited to the account at the ANZ Retail Index Rate plus a margin (refer to 'ANZ Business Banking Transaction Account Fees and Charges' booklet for details). Interest will be calculated on the daily closing balance and will be charged in arrears on the same date in each month as the date on which your account was opened (or if that day is not a business day, on the next business day until the 31 October 2014 ). From 31 October 2014 we will charge debit interest to your account every month on the last business day of the calendar month. The daily interest rate is the specified rate divided by 365.
- The Informal Overdraft, any Informal Overdraft Assessment Fee and any interest on both of those amounts will be debited to your account; and
- you must repay each of those amounts by the earlier to occur of either:
  - 7 days of the Informal Overdraft being debited to your account; or
  - ANZ demanding repayment. Demand for payment may be made in your next statement of account or by letter to you.

If you do not satisfy ANZ's credit criteria for an Informal Overdraft, ANZ will decline your request and will not allow the debit to be processed. You will be charged an Informal Overdraft Assessment Fee (referred to in your bank statements and in the 'ANZ Business Banking Transaction Accounts Fees and Charges' booklet as an 'Outward Dishonour Fee') and

this fee is payable immediately.

- Other than amounts debited to your account in accordance with this clause, ANZ does not agree to provide any credit in respect of your account without prior written agreement.

You should inform ANZ as soon as possible if you are in financial difficulty.

### **For ANZ Equity Manager in a Company Name Accounts**

If a debit would mean your account is overdrawn, and both the debit and the account holder satisfy our criteria for the Informal Overdraft facility, we will allow the debit to be processed using the Informal Overdraft facility on the following terms:

- interest will be charged on the Informal Overdraft at the ANZ Retail Index Rate plus a margin (refer to 'ANZ Business Banking Transaction Account Fees and Charges' booklet for details);
- if the balance of your Informal Overdraft facility is more than \$50, an Overdrawn Fee will be charged. This fee will be charged for each ANZ Business Day that the balance of your Informal Overdraft facility is more than \$50, up to a total of ten ANZ Business Days per calendar month (refer to 'ANZ Business Banking Transaction Account Fees and Charges' booklet for details);
- the Informal Overdraft, any interest on that amount and any Overdrawn Fees will be debited to your account; and
- you must repay each Informal Overdraft and pay any accrued interest on that amount and any Overdrawn Fees within 30 days of the Informal Overdraft being debited to your account.

Any withdrawal, transfer or payment from your account will be made firstly from any positive (Cr) balance, secondly from any available credit in any line of credit you have with us that is linked to your account, and thirdly from any amount made available via the Informal Overdraft facility.

This Informal Overdraft facility is not available if your account is an ANZ Equity Manager in a Company Name account with a credit limit. However, another facility may be available to you – please refer to the ANZ Equity Manager in a Company Name Specific

Conditions of Use for details.

Other than Informal Overdrafts, we do not agree to provide any credit in respect of your account without prior written agreement.

If you want to avoid using the Informal Overdraft facility, you should ask us about:

- other products which might better suit your needs;

or

- other ways in which you can monitor the balance of your account.

You should tell us as soon as possible if you are in financial difficulty.

## Overdraft Facility

If you require credit, an ANZ Business Overdraft Facility can be arranged on your account. An ANZ Business Overdraft Facility is not available on an ANZ GST Payment Account, ANZ Business Premium Saver Account, ANZ Business Cash Management Account, ANZ Premium Business Cash Account, ANZ Business Offset Account, ANZ Business Mortgage Loan Offset Account or an ANZ Agri Finance Offset Account. An ANZ Business Overdraft Facility can no longer be arranged on an ANZ Business Advantage Account; only an ANZ Business Advantage Overdraft Facility is available on an ANZ Business Advantage Account. All applications are subject to ANZ's normal credit approval criteria.

## No dealing in account

Your rights in respect of your account are personal to you, and despite anything in these terms and conditions, a purported dealing by you in relation to those rights (including by way of assignment, transfer, mortgage, charge, security interest, declaration of trust or otherwise) will not be effective to give anybody other than you any right or interest in your account as against us.

## Law and Jurisdiction

- a) These terms and conditions are governed by the law in force in the place where your account is domiciled.
- b) In relation to any proceedings about or in connection with your account, ANZ and you

agree to submit to the non-exclusive jurisdiction of the courts that have jurisdiction under that law.

## **ANZ Business Visa Debit card**

### **(A) How you can use the ANZ Business Visa Debit card**

ANZ may, subject to ANZ's eligibility criteria being met, issue any account holder or account operator appointed by an account holder with an ANZ Business Visa Debit card to give access to an account nominated for that card as the primary account. The primary account must be one of the following types of account:

- ANZ Business Advantage Account
- ANZ Business Classic Account;
- ANZ Business Extra Account;
- ANZ Business Extra 50 Account;
- ANZ Negotiator Account;
- ANZ Business Premium Saver Account; or
- ANZ Revolving Agri Line.

ANZ may, subject to ANZ's eligibility criteria being met, permit the holder of an ANZ Business Visa Debit card to link that card so as to give access to one or more additional ANZ accounts (each a "secondary account") on which the holder of the card is authorised to operate.

### **(B) ANZ Business Visa Debit card acceptance**

- (i) An ANZ Business Visa Debit card will normally be accepted by financial institutions and merchants displaying the Visa card symbol. However, Visa card promotional material displayed on any premises cannot be taken as a warranty by the financial institution, merchant or any person carrying on business there that all goods and services available at those premises may be purchased with the card or that cash withdrawals may be available. In Australia, where the particular financial institution, merchant or other person carrying on business does not accept Visa cards, they may still allow you to purchase goods or services with your ANZ Business Visa Debit card using the primary account if you select 'eftpos CHQ' or the 'CHQ' ('Cheque') button at an EFTPOS terminal (or, where there is a secondary account, if you select 'eftpos SAV' or the 'SAV'

('Savings') button).

- (ii) The price a merchant charges for goods and services purchased with an ANZ Business Visa Debit card may be different from the price a merchant charges for the same goods and services purchased with cash.
- (iii) Unless required to do so by law ANZ does not accept any liability:
  - if any financial institution or merchant displaying a Visa symbol refuses to accept or honour an ANZ Business Visa Debit card; and
  - for goods or services purchased with an ANZ Business Visa Debit card.
- (iv) If you have any complaints about goods or services purchased with an ANZ Business Visa Debit card you must resolve the complaint directly with the merchant concerned.

### **(C) Card validity and expiry**

For security reasons, your ANZ Business Visa Debit card must be signed immediately by the person in whose name it has been issued and must only be used within the 'valid from' and 'until end' dates. Further, you must ensure that as soon as any card issued in relation to the ANZ Business Visa Debit card expires, it is destroyed, by cutting it in half diagonally, making sure you cut through any chip on the card.

### **(D) Authorising transactions**

If your account is linked to an ANZ Business Visa Debit card, you can authorise transactions in the following ways:

- (i) by using your ANZ Business Visa Debit card, alone or together with your PIN, in conjunction with any electronic equipment or terminal;
- (ii) by presenting your ANZ Business Visa Debit card to a merchant and signing a voucher or other documentation acceptable to ANZ authorising the transaction;
- (iii) by giving the ANZ Business Visa Debit card details to a merchant or to any other party to whom payment is to be made, either directly or through a third party, in a manner acceptable to ANZ, for example, over the phone or online;
- (iv) by transferring funds electronically using ANZ Internet Banking, ANZ Internet Banking for

Business, ANZ Phone Banking or ANZ Mobile Phone Banking;

- (v) by arranging an electronic debit, for example a recurring transaction to be paid directly from your account; or
- (vi) by using your ANZ Business Visa Debit card at a contactless terminal for a transaction of \$100 or less.

You can authorise a transaction made using your ANZ Business Visa Debit card for either a particular amount or for particular goods or services. For example, if you hire a car, you may authorise a transaction for both the rental and any additional costs, such as the cost of any damage to the vehicle.

When you authorise a transaction made using your ANZ Business Visa Debit card:

- (i) you are confirming the validity of the amount of the transaction, that is, the transaction correctly represents the purchase price of the goods or services obtained, or the amount of the cash withdrawal; and
- (ii) the account holder is agreeing to pay (in Australian dollars) the amount of that transaction.

**(E) Authorisations for transactions made using ANZ Business Visa Debit card**

If you:

- (a) select 'Visa Debit' or the 'Credit' button when you use your ANZ Business Visa Debit card at an EFTPOS terminal;
- (b) present your ANZ Business Visa Debit card at a contactless terminal; or
- (c) use the 16 digit ANZ Business Visa Debit card number to purchase or pay for goods or services,

the merchant or other person involved in the transaction may obtain an authorisation for the transaction before the transaction is made. This authorisation is for the purpose of establishing that there are sufficient funds available in the account for the transaction. This authorisation may be completed for a transaction that occurs at a later time such as car hire, accommodation and transactions at unmanned terminals (for example, unmanned petrol stations).



Once the authorisation is obtained, it will reduce the amount of available funds in the account. If the purchase or other transaction is not completed, the amount of available funds in the account may continue to be reduced for up to six business days after the authorisation is obtained.

**(F) Recurring transactions and other standing authorities set up using your ANZ Business Visa Debit card number**

You can, at any time, authorise another person or company (merchant) to transact on the account by providing your 16 digit ANZ Business Visa Debit card number.

To cancel such an authority, you must notify the merchant in writing at least 15 days before the next transaction is due to be processed. Please note, unlike direct debits set up using your account number and branch number (BSB), ANZ is not able to cancel a recurring transaction on your behalf. Until you cancel the authority, the merchant is entitled to request ANZ to debit the account and ANZ is obliged to process any request.

If the merchant does not comply with your request to cancel the authority, you must send ANZ a copy of your correspondence with the merchant to enable ANZ to dispute the relevant transaction(s) on your behalf according to the procedure in clauses (G) and (H) below.

In some circumstances, if your ANZ Business Visa Debit card number changes (for example, if your account is closed or your ANZ Business Visa Debit card is lost or stolen), or your ANZ Business Visa Debit card is cancelled, and you fail to provide alternative payment details (for example, your new ANZ Business Visa Debit card number) to the merchant, ANZ may stop processing the transactions, after giving notice to the merchant, and this may cause the merchant to stop providing the goods and services.

**(G) Reversing a transaction using an ANZ Business Visa Debit card**

Where you have authorised another person or company (merchant) to transact on the account by providing your ANZ Business Visa Debit card number or used your ANZ Business Visa Debit card to make a purchase at a contactless terminal or at an EFTPOS terminal by selecting 'Visa Debit' or the 'CR' ('credit')

button, you may be entitled to reverse (chargeback) the transaction where you have a dispute with the merchant. For example, you may be entitled to reverse a transaction where the merchant has not provided you with the goods or service you paid for.

Please note, ANZ is not able to reverse (chargeback):

- periodical payments; or
- transactions at EFTPOS terminals when you have selected 'eftpos SAV' or the 'SAV' ('Savings') or 'eftpos CHQ' or the 'CHQ' ('Cheque') button.

You must notify ANZ if you believe you are entitled to reverse a transaction. If ANZ is satisfied after investigation that you are entitled to reverse a transaction, it will credit your account for the amount initially debited for the transaction.

#### **(H) Time limits for reversing a transaction using an ANZ Business Visa Debit card**

You should notify ANZ immediately of a disputed transaction made using your ANZ Business Visa Debit card.

Visa card scheme operating rules impose time limits after the expiry of which ANZ is not able to reverse a transaction. The minimum time limit generally applicable is 75 days after the disputed transaction but some time limits are longer. If you do not notify ANZ in time, ANZ may be unable to investigate your claim in which case you will be liable for the transaction.

It is your responsibility to review carefully your statements of account. ANZ is not responsible for any loss to you if you do not ask ANZ to reverse a transaction within an applicable time limit.

#### **(I) Verified by Visa transactions**

You are not able to reverse a transaction made using your ANZ Business Visa Debit card that is authenticated using Verified by Visa unless ANZ is liable as provided in your Electronic Banking Conditions of Use.

#### **(J) When transactions made using your ANZ Business Visa Debit card will be applied to the account**

All transactions made using your ANZ Business Visa Debit card will be processed to the account on the date they are received by ANZ and are effective as

at the date of the transaction. The date that ANZ receives a transaction made using your ANZ Business Visa Debit card for processing may not be the date the transaction was made. For example, ANZ may be provided with information concerning purchases made using your ANZ Business Visa Debit card number (for example mail or online purchases) a number of days after the purchase was made.

ANZ may process transactions made using your ANZ Business Visa Debit card received by it on a particular day in any order it sees fit. This means that the order of processing transactions on a day may vary from the order in which transactions are made on that day or are received by ANZ on that day.

#### **(K) Cancellation of an ANZ Business Visa Debit card**

ANZ Business Visa Debit cards remain our property at all times. A cardholder may cancel their ANZ Business Visa Debit card at any time by notifying us in writing.

When we cancel an ANZ Business Visa Debit card, or receive instructions to cancel an ANZ Business Visa Debit card:

- the card must not be used and must be returned to us cut diagonally in half (including any chip on the card).

The account holder:

- is responsible for the use of any ANZ Business Visa Debit card(s) and of the account until all cards are returned to us cut diagonally in half (including any chip on the card) or until the account holder has taken all steps to return the card(s) to us;
- is responsible for any transactions debited to the account in accordance with any recurring transaction request or other standing authority or any other authorised link to the account from an ANZ credit card, an ANZ Access card or ANZ Internet Banking, ANZ Phone Banking and ANZ Mobile Phone Banking until the request or authority is cancelled in accordance with these terms and conditions.
- Any recurring transaction request or standing authority given by you to other parties such as monthly debits for contents insurance must be cancelled directly by you with the other party. You should provide new payment details to the

party if you want to continue to make payment this way.

In addition to any other reasons set out in these terms and conditions, ANZ may cancel an ANZ Business Visa Debit card if it reasonably considers that it is obliged to block or to stop you having access to the primary account linked to your ANZ Business Visa Debit card. In this case you may no longer be able to:

- use your ANZ Business Visa Debit card number as your CRN to access ANZ Phone Banking or ANZ Internet Banking;
- access the primary account or any other linked accounts with your ANZ Business Visa Debit card.

To make alternative arrangements for your ANZ accounts which have not been blocked or stopped, please call ANZ on the number listed at the back of this booklet.

#### **(L) ANZ Business Visa Debit card reissue and replacement**

At any time, we may issue a new ANZ Business Visa Debit card to you, provided the account holder has not previously requested us to revoke this authority.

If your ANZ Business Visa Debit card becomes faulty or damaged, you may order a replacement ANZ Business Visa Debit card at any ANZ branch or by phoning the numbers listed at the back of this booklet. All such ANZ Business Visa Debit cards are issued subject to these terms and conditions. We reserve the right not to reissue an ANZ Business Visa Debit card to you.

#### **(M) Chip**

If your ANZ Business Visa Debit card contains a chip, you must ensure that it is protected at all times from misuse (including tampering, damage, destruction or any form of unauthorised use). Only you can use the chip for any of the available services. Your ANZ Business Visa Debit card may be subject to forfeiture if the chip is used by anyone other than you.

#### **(N) ANZ Falcon™ anti-fraud protection**

All ATM, EFTPOS, online, over the phone, contactless and overseas transactions that you make using your ANZ Business Visa Debit card will automatically be protected by ANZ Falcon™ fraud monitoring.

ANZ Falcon™ provides round-the-clock security by

monitoring your usual card spending. If an ANZ analyst identifies a transaction as possibly suspect or unusual, they will try to contact you to confirm the transaction. If you can't be contacted, the analyst will make a decision on whether to block the card until you are located.

It is extremely important to contact us prior to overseas travel to ensure your contact details are up to date and that we know that you are outside Australia. For example, your ANZ Business Visa Debit card could be declined by a merchant overseas when you know that there are funds available because ANZ Falcon™ has detected overseas transactions which are not the normal pattern on your account.

It's also wise to contact your telephone service provider for international access to enable our ANZ Falcon™ analyst to contact you directly.

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## **EFTPOS, MAESTRO, CIRRUS and PLUS**

ANZ has separate terms and conditions that apply if you conduct electronic transactions on your account including using an ANZ Card and PIN (for example EFTPOS, ATM, or phone transactions). Not all ANZ accounts can be accessed by cards or other electronic means.

### **EFTPOS**

EFTPOS is Electronic Funds Transfer at point-of-sale. This retail facility allows you to debit the cost of your purchase to selected ANZ accounts. Depending on the retailer, you may also be able to withdraw cash. Cash cannot be withdrawn overseas if 'Visa Debit' or the 'CR' ('Credit') button is selected.

### **Daily Withdrawal Limit**

Unless you have made special arrangements with us for a different limit, your combined ATM, EFTPOS, Maestro, Cirrus and PLUS daily\* withdrawal limit is AUD\$1,000 per ANZ card. This means you can use your ANZ card to withdraw a total of AUD\$1,000 a day from the accounts linked to the card through ATMs and EFTPOS facilities, as long as the funds are available in your accounts. In the event of a system failure, the daily withdrawal limit is AUD\$200.

This limit is applicable when using your ANZ Business Visa Debit card if you select 'eftpos SAV', 'SAV' ('Savings') or 'eftpos CHQ', 'CHQ' ('Cheque') button at an ATM or at an EFTPOS terminal.

The daily withdrawal limit is applicable when using your ANZ Business Visa Debit card if you select 'Visa Debit' or the 'CR' ('credit') button at an ATM.

The daily withdrawal limit is applicable when using your ANZ Business Visa Debit card to withdraw cash if you select 'Visa Debit' or the 'CR' ('credit') button at an EFTPOS terminal.

Purchases made using your ANZ Business Visa Debit card will not count towards your daily withdrawal limit if you select 'Visa Debit' or the 'CR' ('credit') button at an EFTPOS terminal or if they are made using a contactless terminal.

Please note, selecting 'Visa Debit' or the 'Credit' button at an EFTPOS terminal does not provide you with any credit in respect of the account to which your ANZ Business Visa Debit card is linked. Such withdrawals are limited only to the amount of funds available in your account.

Please note that the daily withdrawal limit is per ANZ card. For example, where there are three ANZ cards linked to an account, it is possible to withdraw up to AUD\$3,000 per day\* (and AUD\$600 in the event of a system failure) from that account, provided that account contains sufficient funds.

If you are overseas, remember that the daily withdrawal limit is determined by Melbourne, not local time.

\* A day begins at 12:00:00am (Melbourne time) and ends at 11:59:59pm (Melbourne time) on the same day. If you are not in the same time zone as Melbourne, please check [www.australia.gov.au](http://www.australia.gov.au)

## **MAESTRO and CIRRUS**

MAESTRO and CIRRUS are international EFTPOS and ATM networks that allow you to use your ANZ Access card (excluding ANZ Visa cards and ANZ Business Visa Debit card) or linked ANZ MasterCard while overseas.

## **PLUS**

PLUS is an international ATM network through which you can access funds in your linked account by using your ANZ Business Visa Debit card or any other ANZ Visa card and PIN while overseas. If you have not previously agreed in writing to accept these terms and conditions, first use of your ANZ Business Visa Debit card or any other ANZ Visa card overseas at a PLUS ATM will automatically constitute your agreement to these terms and conditions.

## **Fees and Charges, PLUS, MAESTRO and CIRRUS**

Transaction fees and foreign currency transaction fees<sup>#</sup> apply for the use of PLUS and CIRRUS ATMs and MAESTRO EFTPOS overseas.

If the combined amount of the transaction and the fee totals more than your available balance (including any approved overdraft limit), and we do not agree to provide the amount under the Informal Overdraft facility (refer to the Informal Overdraft facility clause for more details) the transaction will be rejected and no fees will be charged. At overseas ATMs, you cannot use your ANZ card to make deposits or transfer funds between linked accounts.

*<sup>#</sup> Also known as foreign currency conversion fees.*

## **Surcharging, PLUS, MAESTRO and CIRRUS**

Some overseas ATM locations may impose a surcharge when you use their ATM to make a withdrawal. Surcharges will not appear as a separate item on the account statement, but will be included in the total transaction amount shown.

## **Exchange Rates and Conversion, PLUS, MAESTRO and CIRRUS**

All **MAESTRO** and **CIRRUS** transactions will be converted into Australian Dollars through MasterCard International Incorporated in accordance with its rules and using conversion rates set at the date of processing.

All **PLUS** transactions will be converted into Australian Dollars through Visa International in accordance with its rules using conversion rates selected by Visa International from a range of wholesale rates one day before the date of processing.

Transactions will either be converted directly to Australian Dollars or will be first converted from the currency in which the transaction was made to US Dollars and then converted to Australian Dollars.

In most cases, the conversion rate applied to refunds of a transaction will be different to the conversion rate applied to the original transaction.

## **Account Selection – MAESTRO and CIRRUS**

When you use your ANZ Access card or ANZ MasterCard, you can usually choose to withdraw funds from either your linked savings or cheque account.

- If you have both a savings account and a cheque account linked to your ANZ MasterCard card,

when you press 'Debit', the ATM will automatically make the withdrawal from your linked savings account

- If you have both a savings account and a cheque account linked to your ANZ Access card, when you press 'Debit', the ATM will automatically make the withdrawal from the nominated default savings or cheque account. If you have not nominated a default account, ANZ will nominate the default account. You can find out which account is the nominated default account or change the nominated default account by calling 13 13 14.
- When using your ANZ Access card or ANZ MasterCard some ATMs do not give you the option of choosing an account. In this case, when you use your ANZ MasterCard card the ATM will automatically take withdrawals from your ANZ MasterCard credit card account. For these withdrawals there will be credit card fees and charges on top of the usual fees and charges for using MAESTRO and CIRRUS. When you use your ANZ Access card, the ATM will automatically take withdrawals from the nominated default savings or cheque account. If you have not nominated a default account, ANZ will nominate the default account. You can find out which account is the nominated default account or change the nominated default account by calling 13 13 14.

### **Account Selection – Visa and PLUS**

To access funds from the account your ANZ Business Visa Debit card is linked to, at overseas PLUS ATMs, select 'Credit' (when the option is available). When you use any other ANZ Visa card to access a linked account, and at some overseas PLUS ATMs (not in Europe), when you use the ANZ Business Visa Debit card, you can usually choose to withdraw money from either your linked primary account or linked secondary account. However, some overseas ATMs do not give you a choice.

- If you have both primary and secondary accounts linked to your card, when you press 'Debit' the ATM will automatically select your primary account.
- Some ATMs have no account selection facility at all. In this case, when using an ANZ Visa Debit card the ATM will automatically select 'Credit' and this transaction will debit your primary



account. When using any other ANZ Visa credit card the ATM will automatically select 'Credit' and this will be treated as a cash advance from your ANZ Visa credit card account if you proceed with the transaction.

### **Lost and Stolen Card and PIN Within Australia**

If your card or PIN is lost or stolen, or if someone else has found out your PIN, you must notify ANZ as soon as possible. The best way to minimise your liability is to phone ANZ. The emergency telephone numbers are listed at the end of these Terms and Conditions.

### **Lost and Stolen Card and PIN While Overseas**

If your card or PIN is lost or stolen, or if someone else has found out your PIN, you must notify ANZ as soon as possible. The best way to minimise your liability is to phone ANZ. The emergency telephone numbers are listed at the end of these Terms and Conditions.

### **ANZ Debit Card**

ANZ cannot issue you with an emergency replacement card and PIN until you return to Australia.

### **ANZ MasterCard or Visa Card (including ANZ Business Visa Debit card)**

ANZ can provide an emergency replacement card. However, you will not be able to use it in EFTPOS or ATM facilities until you have selected a new PIN for the card after you have returned to Australia. You will still be able to make purchases and get cash advances (from your ANZ credit card account) or withdraw cash (if you have an ANZ Business Visa Debit card) over the counter where the MasterCard or Visa logos are displayed.

## **Personal Advice on Business Accounts**

The advisor who provided you with this advice is a salaried employee of ANZ. In addition to the salary received, the advisor may also be eligible to receive a reward based on their half yearly deposit sales performance. This reward will not exceed \$15,000 per half year per advisor.

The advisor may also be eligible to receive non-monetary benefits (such as books and magazines, goods and services, clothing for babies and children, electrical goods, participation in events, fashion accessories, games and sporting goods, home

and garden goods and services, personal grooming, frequent flyer points, travel and gadgets) for meeting or exceeding sales targets. The value of non-monetary benefits received by the advisor is estimated at between \$0 and \$11,000 half year.

The advisor may also be eligible to receive team-based non-monetary benefits such as team dinners, events and conferences for meeting or exceeding sales targets. The value of non-monetary team-based benefits received by the advisor will not exceed \$1,000 per quarter.

## Anti-Money Laundering and Sanctions

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

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

You must provide all information to ANZ which ANZ reasonably requires in order to manage its anti-money laundering, counter-terrorism financing or economic and trade sanctions risk or to comply with any laws or regulations in Australia or any other country. 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 or regulation in Australia or elsewhere; and
- (b) any Correspondent ANZ uses to make the payment for the purpose of compliance with any such law or regulation.

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.

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

## Financial Claims Scheme

### Under the Financial Claims Scheme:

- The account holder may be entitled to payment under the Financial Claims Scheme;
- Payments under the Financial Claims Scheme are subject to a limit for each depositor; and
- Information about the Financial Claims Scheme can be obtained from <http://www.fcs.gov.au>.

## Problem Resolution Procedure

### Making a Complaint

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

For the fastest possible resolution to your complaint call ANZ on 1800 805 154 (hearing or speech impaired customers can utilise the TTY (telephone typewriter) service by calling 1300 366 255), or:

- Talk to staff at your local ANZ branch or business centre, or
- Send a letter to ANZ Complaint Resolution Centre via:  
Locked Bag 4050, South Melbourne VIC 3205
- **Email:** [YourFeedback@anz.com](mailto:YourFeedback@anz.com)

Most often ANZ will be able to solve the problem on the spot. If it can't be resolved promptly ANZ's specialist complaints team will take responsibility and work with you to fix the matter quickly. ANZ's aim is to resolve the complaint within 5 working days.

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

### ANZ Customer Advocate

If your complaint isn't resolved to your satisfaction, you can ask to have it reviewed by ANZ's Customer Advocate who will provide a free review of more difficult complaints to help achieve a prompt solution.

## Contact Details

Customer Advocate  
Level 7/833 Collins Street  
Docklands, VIC, 3008  
Phone: 03 8654 1333  
Fax: 1800 117 651  
Email: [customeradvocate@anz.com](mailto:customeradvocate@anz.com)

## Financial Services Dispute Resolution Schemes

If you are not satisfied with the steps taken by ANZ to resolve the complaint, or with the result of our investigation, you may wish to contact an alternative dispute resolution scheme.

Financial Ombudsman Service Limited  
GPO Box 3  
Melbourne VIC 3001  
Tel: 1300 780 808  
Fax: +61 3 9613 6399  
Internet: <http://www.fos.org.au/>

## Specific Terms and Conditions for ANZ Term Deposits and ANZ Business Notice Term Deposits

ANZ offers two types of business term deposits:

- ANZ Business Notice Term Deposits; and
- ANZ Term Deposits.

The principal difference between the two (apart from the interest rate that applies) is that you must provide 31 days notice to ANZ if you wish to make an early withdrawal of funds from an ANZ Business Notice Term Deposit account. Further details are set out below under the heading 'Early withdrawals from an ANZ Business Notice Term Deposit account'.

If you may need in the future to immediately withdraw funds from your term deposit account, other deposit products may be more suitable for you than an ANZ Business Notice Term Deposit.

### Establishing and reinvesting in an ANZ term deposit

You can establish a term deposit in person at any ANZ branch, by using ANZ Internet Banking, over the phone or in any other way we agree with you.

You must deposit at least \$5,000 to establish a term deposit.

When establishing a term deposit, we will normally ask you what you want to do with the funds in your term

deposit account when the term ends. You may elect either to have those funds paid to you, or to reinvest those funds in another ANZ term deposit. Your instructions will apply with respect to both your original term deposit and, if applicable, any further term deposit arising as a result of the reinvestment of funds following maturity of your original term deposit.

If you have instructed us to reinvest a maturing term deposit, you can amend those instructions at any time up until the end of the seven day period beginning immediately after the maturity date of the maturing term deposit. The maturity date is the first day after the end of the term of that deposit.

You may amend the instructions so that the amount of the term deposit, or any unpaid interest on the term deposit, or both, are paid to you. Alternatively, during the seven day period you may amend your instructions by varying the reinvestment term or reducing the amount that you want to reinvest (as long as the change to the amount to be reinvested is at least \$1,000 and the amount to be reinvested remains at least \$5,000).

You can amend your instructions in person at any ANZ branch, by using ANZ Internet Banking or in any other way we agree with you.

If you have provided instructions to reinvest a maturing term deposit, and you change your instructions during the seven day period beginning immediately after the maturity date of the deposit, that change in instructions will not be treated as an 'early withdrawal' from the new deposit. Accordingly, you will not need to provide advance notice to ANZ in respect of the withdrawal (in the case of an ANZ Business Notice Term Deposit only) and there will be no reduction to the interest in respect of the withdrawn funds.

If you have not provided relevant instructions prior to maturity of your ANZ Term Deposit, we will reinvest the relevant funds in a new ANZ Term Deposit of the same term and with the same frequency of interest payments.

Where funds are reinvested following maturity of a term deposit, the interest rate that will apply to the new term deposit will be that advertised on the maturity date of the maturing term deposit for ANZ terms deposits of the relevant type and term and with the same frequency of interest payments. This may be higher or lower than the interest rate that applies to your maturing term deposit. You can contact us on or after the maturity date of your maturing term deposit to confirm the applicable interest rate.

## **Payments in relation to an ANZ term deposit account**

All payments from, or relating to, a term deposit account (including interest payments, and funds paid to you upon maturity or as a result of an early withdrawal) will be made, at your election, either by ANZ bank cheque, by the crediting of another ANZ account or in any other way we agree with you.

When opening a term deposit account, we will normally ask you how you wish payments to be made. You can change your election at any time in person at any ANZ branch, by using ANZ Internet Banking or in any other way we agree with you. ANZ may take one or more business days to process a change of election.

Where you have not elected to reinvest your ANZ Business Notice Term Deposit following maturity, the funds in the term deposit account and any applicable interest will be paid to you on the maturity date (or, where that is a non-business day, on the next business day).

## **Term and interest**

ANZ term deposits can be invested for a range of terms of between one month and five years.

When you establish a term deposit, you must choose how often you want to receive your interest, as this will affect the interest rate that you earn. You cannot change the interest payment frequency during the term of your term deposit.

For term deposits of less than 12 months, interest is ordinarily paid upon maturity. We also offer a half yearly interest payment option for term deposits of between 7 months to 12 months.

For term deposits of 12 months or more, interest is ordinarily paid annually, with an additional final interest payment upon maturity if applicable. We also offer a monthly and quarterly interest payment option for these term deposits.

The above investment terms and interest payment arrangements apply to term deposits applied for at an ANZ branch. Not all investment terms and interest payment options may be available for term deposits applied for online or over the phone. Please contact us for details.

For large sums, ANZ has special types of deposit accounts available:

- amounts of \$50,000 or more can be placed in short term money market accounts for terms of seven days to 185 days. Interest is paid at maturity; and
- amounts of \$250,000 or more can be invested for terms of seven days to five years on specially negotiated terms.

Interest on a term deposit account accrues daily, based on the closing balance of the term deposit account on the relevant day. Interest is not compounded (that is, it is not added to the closing balance of the account).

The rate of interest is fixed for the term of your term deposit (subject to any adjustments for early withdrawals). We will tell you the annual interest rate for the particular term that you have chosen when you establish a term deposit (and, if applicable, after a maturing term deposit is reinvested in a new term deposit). The daily interest rate is the rate fixed for the term of your deposit divided by 365.

For example, if you invest \$50,000 for one month at a rate of 4.4% p.a., the interest you will earn is as follows.

1. Divide the interest rate by 365 to get the daily interest rate  
 $4.40\% \div 365 = 0.0120547\%$ .
2. Multiply the daily interest rate by \$50,000 to get the interest that you earn each day  
 $0.0120547\% \times \$50,000 = \$6.02735$ .
3. Multiply the daily interest earned by the number of days in the term to find the interest that will be earned for the term of the deposit  
 $6.02735 \times 31 = \$186.85$   
 (rounded to two decimal places).

Any interest that is to be paid upon maturity of a term deposit can be reinvested together with the term deposit. Or, if the interest amount is more than \$5,000, you can reinvest it in a separate term deposit.

### **Early withdrawals from an ANZ Business Notice Term Deposit account**

You may make a request to withdraw all or part of the funds in your ANZ Business Notice Term Deposit account prior to maturity in the manner discussed under the heading 'Early withdrawals generally' below.

Where you make a valid withdrawal request, ANZ will provide the relevant funds to you on the 31st day after the request (or, where that day is a non-business day, on the next business day), in accordance with your

prevailing payment arrangements.

If you make a request to withdraw funds from your ANZ Business Notice Term Deposit account less than 31 days prior to the maturity date of the term deposit, ANZ will not be obliged to pay the funds to you any earlier than the maturity date.

Only one early withdrawal request can operate in respect of your ANZ Business Notice Term Deposit account at any one time. You cannot change an early withdrawal request, but you may cancel the request (in person at any ANZ branch or in any other way we agree with you) at any time up to two business days prior to the day on which the early withdrawal payment is due to be made.

If you are suffering financial hardship, please contact ANZ to discuss whether funds may be withdrawn from your ANZ Business Notice Term Deposit account on shorter notice.

### **Early withdrawals generally**

If you want to withdraw all or part of the funds in your term deposit account before the maturity date, you must make a request to ANZ in person at any ANZ branch, by using ANZ Internet Banking or in any other way we agree with you.

You may only make a partial withdrawal of funds from a term deposit account if the amount remaining after the withdrawal would be at least \$5,000.

If you make an early withdrawal from a term deposit account, we will reduce the interest in respect of the withdrawn funds in the manner described below (except where an early withdrawal is made from a term deposit account after the death of an account holder). Any funds you leave in the account will continue to earn interest at the interest rate we originally agreed.

### ***ANZ Term Deposits established before 6 December 2004***

For ANZ Term Deposits established before 6 December 2004, if you make an early withdrawal, the money you withdraw early will earn 50% of the interest rate that was originally agreed.

Example for a 5% p.a. one-year term deposit of \$10,000, where the entire account balance was withdrawn after 9 months:

1. Halve the interest rate we originally agreed to arrive at the interest rate we will apply  
50% of 5% = 2.5%



2. Divide this interest rate by 365 to get the daily interest rate  
 $2.5\% \div 365 = 0.0068493\%$
3. Multiply this by the original investment to get the interest earned each day  
 $\$10,000 \times 0.0068493\% = \$0.68493$
4. Multiply this by the number of days for which the funds were deposited to get the interest you will earn  
 $\$0.68493 \times 274 \text{ days} = \$187.67$   
 (rounded to two decimal places).

### ***ANZ Term Deposits and ANZ Business Notice Term Deposits established on or after 6 December 2004***

For ANZ Term Deposits and ANZ Business Notice Term Deposits established after 6 December 2004, where there is an early withdrawal, the following reduction in interest will apply. An administration fee of \$30 will be charged and the account will incur an interest reduction in respect of the money you withdraw early, based on the percentage of the original term that has elapsed, as shown below:

Percentage of term elapsed	Interest reduction
0 to less than 20%	90%
20% to less than 40%	80%
40% to less than 60%	60%
60% to less than 80%	40%
80% to less than 100%	20%

Example for a 5% p.a. one-year term deposit of \$10,000, where the entire account balance was withdrawn after 9 months:

1. Divide the original interest rate by 365 to get the daily interest rate  
 $5\% \div 365 = 0.0136986\%$
2. Multiply this by the amount of the term deposit to get the interest earned each day  
 $\$10,000 \times 0.0136986\% = \$1.369$
3. Multiply this by the number of days for which the funds were deposited  
 $\$1.369 \times 274 \text{ days} = \$375.11$
4. Find the percentage of the original term that has elapsed  
 $9/12 = 0.75 \text{ (75\%)}$

As 75% of the original term has passed, the interest will be reduced by 40%. Multiply the interest earned by 40% (0.40) to get the reduction

$$\$375.11 \times 0.40 \text{ (40\%)} = \$150.04$$

Add the administration fee of \$30.00 to work out the total amounts to be taken from the interest earned

$$\$150.04 + \$30 = \$180.04$$

5. Take the total deductions from the interest earned to find out the interest that you receive

$$\$375.11 - \$180.04 = \$195.07$$

You receive \$195.07 in interest.

## **Specific Terms and Conditions for ANZ Business Offset Accounts, ANZ Business Mortgage Loan Offset Accounts and ANZ Agri Finance Offset Accounts**

ANZ Business Offset Accounts can only be linked to ANZ Variable Business Loans. The ANZ Business Offset Account must be opened in exactly the same name as the ANZ Business Loan to which the account is linked. ANZ Business Mortgage Loan Offset accounts can only be linked to an ANZ Standard Variable Rate Business Mortgage Loan. The ANZ Business Mortgage Loan Offset Account must be opened in exactly the same name as the ANZ Business Mortgage Loan to which the account is linked. The ANZ Agri Finance Offset Account can only be linked to the ANZ Agri Finance Loan. The ANZ Agri Finance Offset Account must be opened in exactly the same name as the ANZ Agri Finance Loan to which the account is linked.

Interest is not paid on the offset account balance. Instead, for each day when the balance of the account is greater than its minimum offset threshold, which is \$5,000, your interest charge for this day on your linked loan will be reduced by an 'offset amount'. The 'offset percentage' is 100%. The 'offset amount' for that day is calculated as follows:

1. Take the balance of the offset account.
2. Take the interest rate currently applicable to your linked loan and multiply it by the offset percentage for your offset account.
3. Multiply 1 and 2 and divide by 365 (being the number of days in the year).

For example:

1. \$8,000
2.  $0.0675(6.75\% \text{ p.a.}) \times 100\% = 0.0675$
3.  $(\$8,000 \times 0.0675)/365 = \text{offset amount for that day.}$

It may take ANZ up to 5 days to link the ANZ Business Offset account, ANZ Business Mortgage Loan Offset account or ANZ Agri Finance Offset Account to the loan once all eligibility criteria have been satisfied. Interest offset will not apply until the accounts have been linked.

The ANZ Business Offset account is only eligible to be linked to an ANZ Business Loan when the ANZ Business Loan is fully secured by Standard Residential Property.

If your ANZ Business Offset Account, ANZ Business Mortgage Loan Offset account or ANZ Agri Finance Offset account is not, or is no longer, linked to an eligible loan, or does not meet the eligibility criteria to be linked to a loan, you acknowledge and agree that ANZ may close the ANZ Business Offset account, ANZ Business Mortgage Loan Offset account or ANZ Agri Finance Offset account and either return the funds to you or transfer the funds to an ANZ Business Account. Before ANZ does this, we will write to you to confirm your instructions. If we don't hear from you within 30 days, you direct ANZ to transfer the funds to your existing ANZ Business Account or, if you don't hold one, to open a new ANZ Business Account and transfer the funds to that account.

## Electronic Banking Conditions of Use

These Electronic Banking Conditions of Use apply to all electronic transactions except those where your signature may also be required.

These Electronic Banking Conditions of Use contain terms relevant to ANZ Internet Banking and ANZ Internet Banking for Business, comprising features such as:

- Access control
- Security Devices
- Direct Debits, and
- File uploads.

Unless the account services are provided or referred to you by ANZ, ANZ does not authorise, promote or

endorse the use of account services offered by third parties to access your ANZ accounts (including account aggregation services, such as may be provided by other financial institutions).

## Definitions

**'Account'** means any business account or loan facility subject to these Electronic Banking Conditions of Use.

**'Account Holder'** means the person or entity who has applied for, or holds, an Account.

**'Account Signatory'** or **'user'** means a person who is authorised under an Account Authority from the Account Holder to transact on an Account Holder's Account.

**'Activation Code'** means the four to seven digit temporary activation number issued to activate the Mobile Banking service.

**'ANZ Business Day'** means any day from Monday to Friday on which ANZ is open for business in at least one of its branch locations in Australia.

**'Authorised User'** for the purposes of ANZ Internet Banking means a person assigned a permission level in accordance with condition 5(a) and for the purposes of ANZ Internet Banking for Business means a person assigned an access control level in accordance with condition 6(b), being an Administrator, Authoriser or Operator.

**'Banking Business Day'** refers to any day on which banks in Melbourne or Sydney are able to effect settlement through the Reserve Bank of Australia.

**'CRN'** means the Customer Registration Number issued by ANZ to you.

**'extreme carelessness'** means a degree of carelessness that greatly exceeds what would normally be considered careless behaviour.

**'Mistaken Internet Payment'** means a payment made by a user through Pay Anyone where funds are paid into the Account of an unintended recipient because the user enters or selects a BSB number and/or account number that does not belong to the named and/or intended recipient as a result of:

- the user's error; or
- the user being advised of the wrong BSB number and/or account number.

This does not include payments made using BPAY®.

**'Mobile Banking'** means any banking solution for your mobile device offered by ANZ that operates in a manner governed by these Electronic Banking Conditions of Use.

**'Pay Anyone Processing Day'** means any day from Monday to Friday that is not a public holiday in both Melbourne and Sydney.

**'PIN'** means Personal Identification Number and includes an action number and password.

**'Securemail'** means the electronic messaging system which enables communications to be sent to or from ANZ as part of ANZ Internet Banking and ANZ Internet Banking for Business.

**'Security Device'** means a physical device or application that generates random numbers which are used to authorise certain actions in ANZ Internet Banking and ANZ Internet Banking for Business.

**'Security Device Code'** means a number generated by a Security Device or a substitute number provided by ANZ.

**'Security Requirement'** has the meaning given to that term in these Electronic Banking Conditions of Use.

**'Telecode'** means the four to seven digit number issued to access ANZ Phone Banking.

## 1. Transaction Limits

- (a) ANZ or another party such as a merchant may limit the amount of any electronic transaction you can make over certain periods (e.g. during any day or in a single transaction).
- (b) ANZ may change any electronic transaction limit or impose new transaction limits by giving you notice. You can find out current electronic transaction limits for your Accounts by calling ANZ on the relevant enquiries number listed at the back of this booklet.

## 2. How You Can Use ANZ Internet Banking and ANZ Internet Banking for Business

You can use ANZ Internet Banking and ANZ Internet Banking for Business to make transactions on your linked Accounts, as set out in your Account terms and conditions. You can also use ANZ Internet Banking

and ANZ Internet Banking for Business to purchase and order a range of financial services and products. Details can be found at [anz.com](http://anz.com)

### **3. Fees and Charges for Mobile Banking**

Fees and charges may apply to Mobile Banking and customers will be advised of these at the time of applying for the service or prior to the fee being charged.

You may also incur charges from your mobile phone operator as a result of using Mobile Banking. Any such charges are solely your responsibility.

### **4. Access to and use of Pay Anyone and International Services**

#### **4.1. Obtaining Pay Anyone**

- (a) If you have approved access, ANZ may place restrictions on the manner in which you are permitted to use Pay Anyone. Limits apply to the use of Pay Anyone and your limit must be approved by ANZ. The options for the daily Pay Anyone limits are set out at [anz.com](http://anz.com). When applying for Pay Anyone for Mobile Banking, your daily limit will be as advised to you by ANZ and may not be changed by you.
- (b) ANZ may allow you to use a Security Device for certain transactions. You may also be required by ANZ to use a Security Device for certain transactions (including Pay Anyone, International Services, BPAY<sup>®</sup>, and Direct Debits) for security purposes: see [anz.com](http://anz.com) for further information. Use of the Security Device will be as set out at [anz.com](http://anz.com) and in these Electronic Banking Conditions of Use.
- (c) ANZ may reduce your current daily Pay Anyone limit or cancel your Pay Anyone access if:
  - ANZ believes that your access to Pay Anyone may cause loss to the Account Holder or to ANZ;
  - You require your password for ANZ Internet Banking or ANZ Internet Banking for Business to be re-set or re-issued;
  - The limit is not applicable to the Accounts linked to your CRN;
  - ANZ changes the options for daily Pay Anyone limits;

- Your Security Device is faulty, misused, lost or stolen;
- You deregister your Security Device; or
- You do not use a Security Device when required to so do by ANZ.

ANZ will provide you with reasonable notice of such reduction or cancellation.

- (d) Any outstanding transactions subject to this limit, including future dated transactions, will not be processed by ANZ if they exceed the reduced limit. You will need to re-apply if you wish to reinstate that limit. You (or, in the case of ANZ Internet Banking for Business, your Administrator) can increase or decrease your daily Pay Anyone limit for your Account by applying through ANZ Internet Banking or ANZ Internet Banking for Business. Please allow sufficient time for the change to be made before you attempt to use the higher daily Pay Anyone limit.

#### 4.2. Obtaining International Services

- (a) You can apply for International Services after you have been granted Pay Anyone access. International Services are not available through Mobile Banking. The total of all Pay Anyone and International Services transfers (converted into Australian Dollars) on any day cannot exceed your daily Pay Anyone limit.

The terms set out above in relation to Pay Anyone also apply to International Services.

- (b) If you apply for ANZ Internet Banking for Business, you may need to re-register for access to International Services after ANZ Internet Banking for Business has been implemented. Access to these International Services will not then be available until the registration process for International Services is completed.

### 5. Authorised User Permission Levels or ANZ Phone Banking, ANZ Internet Banking\* and Mobile Banking

- (a) Permission Levels (subject to exclusions for all categories set out below these levels):

- **‘All Transactions’** – Access every function within ANZ Phone Banking, ANZ Internet Banking and Mobile Banking for the Account;
  - **‘Transaction History Details Only and BPAY®’** - Includes BPAY®, Account balance information, transaction history details, ordering a cheque/deposit book but excludes transfers between Accounts, increasing a credit card limit, direct loan payments, BPAY® View, ANZ Online Investing and ANZ Online Reporting;
  - **‘Deposit and Transaction History Details Only’** - Includes transfers between Accounts, transaction history details, Account balance information and ordering a cheque/deposit book but excludes withdrawals from Accounts, increasing a credit card limit, direct loan payments, BPAY® View, ANZ Online Investing, ANZ Online Reporting and BPAY®;
  - **‘Deposit Only’** – Includes transfers between Accounts but excludes withdrawals from Accounts, increasing a credit card limit, BPAY®, direct loan payments, BPAY® View, ANZ Online Investing, ANZ Online Reporting, Account balance information, transaction history details and ordering a cheque/deposit book;
  - **‘Transaction History Details Only’** – Includes enquiries on past transactions about the Account but excludes all transactions on the Account, transfers between Accounts, increasing a credit card limit, direct loan payments, BPAY® View, ANZ Online Investing, ANZ Online Reporting and BPAY®.
- (b) Only the Account Holder or Account Signatories can select a permission level. The Account Holder or Account Signatories may authorise another person (an ‘Authorised User’) to operate the Account and that person may have a different permission level to the Account Holder. The Account Holder is responsible for the operation of the Account by the Authorised User within that Authorised User’s permission level, including proper use and storage of the Authorised User’s card, CRN and PIN.
- (c) The Account Holder or Account Signatories may cancel or change any permission level by sending a written request or Securemail to ANZ,



or calling ANZ on the relevant number listed at the back of this booklet. ANZ may require written confirmation. ANZ may take several days to process this change.

- (d) Authorised Users, regardless of their permission level, cannot access Pay Anyone, ANZ Online Investing, International Services, Direct Debits, increase a credit card limit or use Securemail to change any of the Account Holder's Account or other personal details. However, all Authorised Users can use ANZ Internet Banking to change their own profile, access their own Securemail, select and change their own password and use Mobile Banking to change their own password.
- (e) If you are an ANZ credit card holder and nominate access to an Account via ANZ Internet Banking or ANZ Internet Banking for Business, each additional card holder will be an Authorised User.

## 6. Access Control for ANZ Internet Banking for Business

- (a) Provided the relevant Account Holder has approved access, an Authorised User may link one or more Accounts to ANZ Internet Banking for Business. These Accounts may be for the same Account Holder and/or for other related/unrelated Account Holders.
- (b) Access control is subject to approval by ANZ and any requirements and restrictions set out in the Account authority. An Account Holder may authorise another person to operate an Account and that person may be appointed as an Administrator, Authoriser or Operator.

These Authorised Users will be able to perform basic functions as follows.

Function	Administrator	Authoriser	Operator
Approve transactions (e.g. Pay Anyone, International Services, BPAY®, Direct Debits, transfers between Accounts)	✓	✓	✗
Setting up transactions (but not approving transactions)	✓	✓	✓

Account enquiries (e.g. balance and transaction details)	✓	✓	✓
Administrative functions for all Authorised Users	✓	x	x
Setting up and managing Operators	✓	x	x
Register for and manage Pay Anyone, International Services and BPAY® View Bills access	✓	x	x
Administrative functions for self	✓	✓	x

A full list of functions each Authorised User can perform is located at [anz.com](http://anz.com)

- (c) The Account Holder is responsible for the operation of the Account by Authorised Users, including proper use and storage of an Authorised User's cards, Security Devices, CRNs, PINs and Security Device Codes. The Account Holder is responsible for providing a copy of these Electronic Banking Conditions of Use to Authorised Users (if appropriate).
- (d) The Account Holder may cancel or change Administrator or Authoriser access by sending a written request to ANZ. ANZ may take several days to process this request. Administrators may cancel Operator access.
- (e) All Pay Anyone Payee details (saved in your Pay Anyone Payees List and Payroll Payment Employee List) as well as BPAY® details saved by any Authorised User of your ANZ Internet Banking for Business facility will be viewed and available to all Authorised Users of your ANZ Internet Banking for Business facility. Therefore, to ensure access is controlled, you should only save Payee and/or BPAY® details relating to your business in ANZ Internet Banking for Business. Payee or BPAY® details relating to personal, family or household affairs should not be saved in ANZ Internet Banking for Business.

## 7. Processing Instructions – General

- (a) The Account Holder authorises ANZ to act on the instructions you enter into electronic equipment. Any electronic transaction made by

you cannot be cancelled, altered or changed by you unless allowed by the applicable terms and conditions or these Electronic Banking Conditions of Use.

- (b) ANZ may delay acting on or may ask you for further information before acting on an instruction. Where ANZ has instructions for more than one payment from your Account, ANZ will determine the order of priority in which payments are made.
- (c) If you make a cash withdrawal from an Account by making an electronic transaction and there is a difference between the amount of cash received and the amount shown on the receipt, you must report this to ANZ and to the merchant (if applicable) as soon as possible. You can make your report to ANZ by calling ANZ on the number listed at the back of this booklet.
- (d) If you make a deposit of funds to an Account by making an electronic transaction and there is a difference between the amount recorded as having been deposited and the amount ANZ receives, the Account Holder will be notified of the difference as soon as possible and will be advised of the actual amount which has been credited to the Account.
- (e) ANZ is not liable for the refusal of any merchant to accept an electronic transaction and, to the extent permitted by law, is not responsible for the goods and services supplied by a merchant. ANZ may notify you of electronic transactions (instructions for which are received through Mobile Banking) it is unable to process.
- (f) You accept that:
  - Not all electronic equipment from which cash can be withdrawn will always contain cash;
  - Any cash dispensed at electronic equipment is at your risk once it becomes visible or available for you to collect;
  - Not all electronic equipment will allow you to make deposits; and
  - future dated transfers are not available through Mobile Banking.
- (g) An immediate transfer, Pay Anyone, International Services, BPAY® or Direct Debit transaction cannot

be revoked or stopped once ANZ receives your instruction. Future dated transfer, Pay Anyone, International Services, BPAY® or Direct Debit instructions can only be revoked or changed if instructions to delete the transaction are given to ANZ through ANZ Internet Banking or ANZ Internet Banking for Business before midnight Sydney time on the ANZ Business Day (or, for Pay Anyone, the Pay Anyone Processing Day) before the transaction is scheduled to occur. After this time, the instruction cannot be revoked.

## **8. Processing Instructions – ANZ Phone Banking, ANZ Internet Banking, ANZ Internet Banking for Business and Mobile Banking**

- (a) Any ANZ Phone Banking, ANZ Internet Banking, ANZ Internet Banking for Business or Mobile Banking transaction (other than a BPAY® payment) will generally be processed to your Account on the same day ANZ receives your instructions, if given before 10pm Melbourne time Monday to Friday (except national public holidays). Any transaction made after this time may be processed on the following ANZ Business Day.
- (b) Account information accessed using ANZ Phone Banking, ANZ Internet Banking, ANZ Internet Banking for Business or Mobile Banking will generally reflect the position of the Account at that time, except for transactions not yet processed by ANZ (including uncleared cheques and unprocessed credit card transactions) or cleared cheques and Direct Debits processed by ANZ that day.

## **9. Processing Instructions – Pay Anyone, International Services and Direct Debits**

- (a) ANZ will generally process Pay Anyone instructions:
  - For immediate Pay Anyone or international transfers or Direct Debits, on the day the instruction is given, if ANZ receives the instruction before 6pm Melbourne time on a Pay Anyone Processing Day;
  - For future dated transfers, on the relevant future day you select if it is a Pay Anyone

Processing Day (or if it is not, on the first Pay Anyone Processing Day after that day).

- (b) Instructions you give will be delivered to the payee's or payer's financial institution on the day that ANZ processes them except where:
- ANZ is not obliged to process your instructions;
  - There is a technical failure;
  - There is a delay or error in accepting the instructions caused by the financial institution to which the transfer is to be made to or from;
- or
- The instructions are for a transfer by way of an international draft or telegraphic draft.
- (c) Where your instruction is for a transfer by way of ANZ issuing an international draft:
- ANZ will send the draft by post to the delivery address notified by you;
  - You acknowledge that it is your responsibility to forward the draft to the intended recipient.
- (d) ANZ cannot control (and is not responsible for) when, or if, the payee's or payer's financial institution processes your instructions or the fees that financial institutions may charge to process your instructions.
- (e) Once ANZ processes your transfer or Direct Debit instruction, ANZ is reliant on the payee's financial institution to advise whether your instructions have been successfully processed. If a payee's financial institution advises that your transfer instruction has not been successful, it may take a number of weeks, depending on the financial institution, to reverse the relevant withdrawal from your linked Account. Your terms and conditions for Direct Debits outline your rights and responsibilities regarding Direct Debits.
- (f) If the transfer is to be made from a credit card, it will be treated as a cash advance and interest and fees may apply.

## 10. Processing Instructions – BPAY®

- (a) ANZ is a member of the BPAY® Scheme. This is an electronic payments scheme through which ANZ can be asked to make payments on your behalf to billers. ANZ will tell you if it ceases to be a member of the Bpay® Scheme. For the purposes of the Bpay® Scheme, ANZ may also be a biller.
- (b) You must comply with the terms and conditions for the Account which you ask ANZ to debit a Bpay® payment (to the extent that those terms are not inconsistent with or expressly overridden by these Electronic Banking Conditions of Use).
- (c) To make a BPAY® payment the following information must be given to ANZ:
  - Your CRN and password and Security Device Code (if appropriate) or Telecode;
  - The biller code from the bill;
  - Your customer reference number (e.g. your account number) with that biller;
  - The amount you want to pay; and
  - The Account from which you want the payment to be made.
- (d) Once this information is provided, ANZ will treat your instructions as valid and will debit the relevant Account. ANZ will not be obliged to effect a BPAY® instruction if it is not made in accordance with these Electronic Banking Conditions of Use or if the information given is incomplete and/or inaccurate.
- (e) Limits apply to your use of BPAY® on both a per transaction and daily limit (per CRN) basis. Separate daily limits apply for BPAY® Tax Payments, independent of the general BPAY® limits. For more information on available limits see [anz.com](http://anz.com)
- (f) Subject to the 'Processing Instructions' conditions set out above:
  - Any BPAY® payment made by you will be processed on the day you tell ANZ to make that BPAY® payment, if ANZ receives your instructions before 6pm Sydney time on a Banking Business Day (ANZ's cut-off time);

- BPAY® instructions received after 6pm Sydney time on a Banking Business Day, or on a day that is not a Banking Business Day, will be processed on the next Banking Business Day.
- (g) A delay may occur in processing a BPAY® payment where:
- There is a public or bank holiday on the day after you tell ANZ to make a BPAY® payment;
  - You tell ANZ to make a BPAY® payment after ANZ's cut-off time; or
  - Another participant in the BPAY® Scheme, such as another financial institution or a biller does not process a payment as soon as it receives details of the payment or does not otherwise comply with its obligations under the BPAY® Scheme.
- (h) While it is expected that any such delay will not continue for more than one Banking Business Day, it may continue for a longer period.
- (i) ANZ will attempt to ensure a BPAY® payment is processed promptly by billers and other participants in the BPAY® Scheme.
- (j) You should check your Account records carefully and tell ANZ as soon as possible if you become aware of:
- A Bpay® payment which has been made from your linked Account which was not authorised;
  - The possibility that you have been fraudulently induced to make a Bpay® payment; or
  - Any delay or mistake in processing of your BPAY® payment.
- (k) If ANZ is advised by a biller that it cannot process your BPAY® payment, ANZ will:
- Advise you of this;
  - Credit your Account with the amount of that BPAY® payment; and
  - Tell you how ANZ can assist you, if possible, in making the payment as soon as possible.
- (l) A linked ANZ credit card account can only be used to make a BPAY® payment if the biller accepts credit card payment. If the biller does not accept credit card payment but you want to

pay from a credit card account, payment will be by way of a cash advance.

- (m) You are not authorised to give a biller code to any person in order to receive payments owing to you.

Biller codes may only be used by authorised billers to receive payment of bills issued by that biller. The terms and conditions of use of BPAY® will not apply to any use by you of biller codes in this way.

## **11. Short Message Service (SMS)**

By registering for Mobile Banking, you agree that ANZ may send SMS messages to your nominated mobile phone. ANZ is not liable for any loss or damage you suffer as a result of any person other than you accessing those SMS messages.

## **12. Card Validity**

- (a) Your card remains ANZ's property at all times.
- (b) A card must be signed immediately by the person in whose name it has been issued and must only be used within the 'valid from' and 'until end' dates shown on the card. For security reasons you must, as soon as the card expires, destroy it by cutting it (including an embedded microchip on the card) diagonally in half.

## **13. Security Device Validity**

Your Security Device remains ANZ's property at all times. The Security Device must be registered in the manner specified by ANZ. You must ensure that your authorised Administrators and Authorisers, deletes the Security Device application or returns the Security Device to ANZ immediately if requested by ANZ, if the relevant Security Device is deregistered, if ANZ Internet Banking for Business access is cancelled, or if ANZ cancels your right to use the Security Device. You should post the physical Security Device to the address indicated on anz.com

## **14. Lost or Stolen Cards, Security Device, Password, PIN or Telecode**

- (a) If you report that a card or Security Device has been lost or stolen or is faulty the card or Security Device (or access) will be cancelled as soon as the report is made. You must not use the card or Security Device or Security Device



application once the report is made. If you recover the lost or stolen card, you must destroy the card by cutting it (including an embedded microchip on the card) diagonally in half and return it to an ANZ branch as soon as possible. If you recover the lost or stolen Security Device you must immediately return it to ANZ by posting it to the address indicated on anz.com

- (b) You must make a report to ANZ (and the relevant third party, if a third party issued the username, password, PIN or card to you) immediately after you become aware or suspect that your password, username, PIN, CRN, Telecode or Security Device Code is disclosed or used without your authority, or lost. You must not then continue to use your password, username, PIN, CRN, Telecode or Security Device Code. ANZ will cancel it and arrange for you to select a new username, password, PIN or Telecode, or to be provided with a new CRN or Security Device Code.
- (c) The best way to make the report is to call ANZ on the telephone numbers listed at the back of this booklet. If ANZ's telephone reporting service is unavailable, you must report the loss, theft or misuse to any ANZ branch. Your Account terms and conditions outline how you can make a report if ANZ's telephone reporting service is unavailable or you are overseas.

## 15. Cancellation of Cards, Security Devices or Electronic Access

- (a) ANZ may cancel or limit any card, Security Device, Security Device application access, CRN or electronic access (including access to Internet Banking or ANZ Internet Banking for Business and electronic access to some or all of the Accounts from your CRN).

ANZ can do this without prior notice if:

- ANZ believes that use of the card, Security Device or electronic access may cause loss to the Account Holder or to ANZ;
- The cancellation or limitation is, in ANZ's reasonable opinion, necessary to protect the security of the Account(s);
- The Account is an inactive account;
- The electronic access has remained inactive for a period of 12 months or more;

- All the Accounts which the card may access, or the Security Device relates to, have been closed;
- The Account has been overdrawn (other than by use of the Informal Overdraft facility), or you have exceeded your agreed credit limit;
- If we become aware that you do not meet, or cease to meet, our eligibility criteria for the card, CRN, Security Device or electronic access;
- The Account or your use of the Account is otherwise out of order;
- The Account Holder has requested the cancellation or limitation;
- A Security Device associated with the relevant Accounts has expired and the Account Holder or Account Signatory has not responded to any notifications sent by ANZ; or
- An Account has been incorrectly linked to ANZ Internet Banking or ANZ Internet Banking for Business.

ANZ will otherwise give you three months written notice.

- (b) ANZ may also at any time suspend your right to participate in the ANZ BPAY® Scheme.
- (c) The Account Holder may cancel a card at any time by sending ANZ a written request or by calling ANZ on the relevant number listed at the back of this booklet. ANZ may require written confirmation. The card must be cut diagonally in half (including an embedded microchip on the card) and returned to ANZ.
- (d) The Account Holder or Account Signatories may cancel a Security Device or Security Device application access at any time by advising ANZ on the number at the back of this booklet. The physical Security Device must then be immediately returned to ANZ by posting it to the address indicated on anz.com. Any Security Device application should be immediately deleted from electronic equipment. ANZ may limit your access to certain functions (eg, Pay Anyone) if you do not have a Security Device.
- (e) You can request ANZ to deregister you from ANZ Internet Banking or ANZ Internet Banking

for Business at any time by Securemail or by calling the relevant number listed at the back of this booklet.

## 16. Withdrawal of Electronic Access

- (a) ANZ may withdraw your electronic access to Accounts (including by BPAY®) without prior notice if:
- Electronic equipment malfunctions or is otherwise unavailable for use;
  - A merchant refuses to accept your card;
  - Any one of the Accounts is overdrawn (other than by use of the Informal Overdraft facility) or will become overdrawn;
  - Any one of the Accounts or your use of an account is otherwise considered out of order by ANZ;
  - ANZ believes your access to Accounts through electronic equipment may cause loss to the Account Holder or to ANZ;
  - ANZ believes that the quality or security of your electronic access process or ANZ's systems may have been compromised;
  - All the Accounts which you may access using ANZ Phone Banking, ANZ Internet Banking or ANZ Internet Banking for Business have been closed or are inactive or the account you have nominated for Mobile Banking fees and charges to be charged to is closed; or
  - ANZ suspects you of being fraudulent or engaging in inappropriate behavior

unless the withdrawal of access is prohibited by law.

- (b) ANZ may at any time change the types of Accounts that may be operated, or the types of electronic transactions that may be made through particular electronic equipment.

## 17. Password, PIN, Telecode and Security Device Security

- (a) Users must keep their passwords, PINs, Telecodes, Security Devices and Security Device Codes secure. Failure to do so may increase your liability for any loss.

**Warning:** A user must not use their birth date or an alphabetical code which is a recognisable part of their name as a password, or select a Telecode which has sequential numbers, for example, '12345' or where all numbers are the same, for example, '11111'. If the user does, you may be liable for any loss suffered from an unauthorised transaction.

(b) A user must not:

- Voluntarily disclose any of their passwords, PINs, Security Device Codes or Telecodes to anyone, including a family member or friend;
- Write or record passwords, PINs, Security Device Codes or Telecodes on a card, or keep a record of the passwords, PINs, Security Device Codes or Telecodes on anything carried with the card or liable to loss or theft at the same time as the card, unless the user makes a reasonable attempt to protect the security of the passwords, PINs, Security Device Codes or Telecodes;
- Keep a written record of all passwords, PINs, Security Device Codes or Telecodes required to perform transactions on one or more articles liable to be lost or stolen at the same time, without making a reasonable attempt to protect the security of the passwords, PINs, Security Device Codes or Telecodes;
- Select a numeric password, PIN or Telecode that represents your birth date, or an alphabetical password, PIN, Security Device Codes or Telecode that is a recognisable part of their name;
- Otherwise act with extreme carelessness in failing to protect the security of all passwords, PINs, Security Device Codes or Telecodes,

(each a '**Security Requirement**').

**Warning:** Users should avoid accessing ANZ Phone Banking through telephone services which record numbers dialled – for example hotels which do this for billing purposes. In these situations users should obtain access to ANZ Phone Banking through an ANZ customer service operator.

(c) To assist you, ANZ may publish security guidelines.

## 18. Unauthorised Transactions

The following terms apply to unauthorised transactions. The terms do not apply to:

- The ANZ Direct Debit Service. The terms relating to liability for Direct Debits are set out in the terms and conditions for ANZ Direct Debits;
- A transaction performed by a user or by anyone who performs a transaction with the knowledge and consent of a user.

### 18.1. When ANZ is Liable

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

- Are caused by the fraudulent or negligent conduct of ANZ's employees or agents or third parties involved in networking arrangements, or of merchants or their agents or employees;
- Are caused by a card, Security Device, Account number, password, PIN, Security Device Code or Telecode which is forged, faulty, expired or cancelled;
- Are caused by a transaction that requires the use of any card, Security Device, password, PIN, Security Device Code or Telecode that occurred before the user received or selected the card, Security Device, password, PIN, Security Device Code or Telecode (including a reissued card, Security Device, password, PIN, Security Device Code or Telecode);
- Are caused by an electronic transaction being incorrectly debited a second or subsequent time to the same Account;
- Are caused by an unauthorised transaction that occurs after you have notified ANZ that any card or Security Device has been misused, lost or stolen or that the security of a password, PIN, Security Device Code or Telecode has been breached;
- Arise from an unauthorised transaction that can be made using an Account number without a password, PIN, Security Device Code or Telecode or card or Security Device. Where a transaction made can be made using a card or Security Device, or a card or Security Device

and an Account number, but does not require a password, PIN, Security Device Code or Telecode, you will be liable only if the user unreasonably delays reporting the loss or theft of the card;

- Arise from an unauthorised transaction if it is clear that a user has not contributed to the losses; or
- Occur while ANZ's process for reporting unauthorised transactions, loss, theft or misuse of a card or breach of a Security Requirement is unavailable, provided that a report is made within a reasonable time of the process again becoming generally available.

## **18.2. When the Account Holder is Liable**

(a) If ANZ can prove on the balance of probability that a user contributed to the loss arising from an unauthorised transaction:

- By failing to comply with your obligations under these Conditions of Use;
- Through fraud; or
- Subject to the terms of any account services provided or referred to you by ANZ, through breaching a Security Requirement,

the Account Holder is liable in full for the actual losses that occur before ANZ is notified of the loss, theft or misuse of a card or Security Device or breach of a Security Requirement, but the Account Holder will not be liable for the portion of losses:

- Incurred on any one day that exceed any applicable daily transaction limit;
- Incurred in any period that exceed any applicable periodic transaction limit;
- That exceed the balance of the Account, including any pre-arranged credit; or
- Incurred on any Account that ANZ and the Account Holder had not agreed could be accessed using the card or Security Device or account number and/or password, PIN, Telecode or Security Device Code used to perform the transaction.

(b) Where:

- More than one password, PIN, Security Device Code or Telecode is required to perform a transaction; and
- ANZ can prove that a user breached a Security Requirement for one or more (but not all) of the required passwords, PINs, Security Device Codes or Telecodes,

the Account Holder will only be liable if ANZ can also prove on the balance of probability that the breach of the Security Requirement was more than 50% responsible for the losses, when assessed together with all the contributing causes.

The Account Holder is liable for losses arising from unauthorised transactions that occur because a user contributed to the losses by leaving a card in an ANZ ATM.

(c) If ANZ can prove, on the balance of probability that a user contributed to the losses resulting from an unauthorised transaction by unreasonably delaying reporting the misuse, loss or theft of a card or Security Device or a breach of a Security Requirement, the Account Holder will be liable for the actual losses that occur between:

- The time when the user became aware of the security compromise, or in the case of a lost or stolen card or Security Device, should reasonably have become aware; and
- The time ANZ was notified of the security compromise,

however, the Account Holder will not be liable for that portion of the losses:

- Incurred on any one day that exceeds any applicable daily transaction limit;
- Incurred in any period that exceeds any applicable periodic transaction limit;
- That exceeds the balance of the Account, including any pre-arranged credit; or
- Incurred on any Account that we and the Account Holder had not agreed could be accessed using the card or Security Device and/or password, PIN, Security Device Code or Telecode used to perform the transaction

- (d) If it is not clear whether a user has contributed to the loss caused by an unauthorised transaction and where a password, PIN, Security Device Code or Telecode was required to perform the unauthorised transaction, the Account Holder is liable for the least of:
- \$150 or a lower figure determined by ANZ;
  - The balance of the Account or Accounts (including any prearranged credit) from which ANZ and the Account Holder have agreed could be accessed using the card or Security Device and/or password, PIN, Security Device Code or Telecode; or
  - The actual loss at the time ANZ is notified of the misuse, loss or theft of a card or Security Device or breach of a Security Requirement (but not that portion of the loss incurred on any one day\* which is greater than the daily transaction limit or other periodic transaction limit (if any)).

\* A day begins at 12:00:00am (Melbourne time) and ends at 11:59:59pm (Melbourne time) on the same day. If you are not in the same time zone as Melbourne, please check <http://www.australia.gov.au>.

## 19. Additional Protection

### 19.1. Visa – Zero Liability

Subject to the section headed 'Unauthorised Transactions' above, you will not be liable for an unauthorised transaction on a Visa debit or credit card.

If you notify us of an unauthorised transaction, within 5 business days we will provide provisional credit to you to the value of the unauthorised transaction unless your prior account history is unsatisfactory or if the nature of the transaction justifies a delay in crediting your account.

## 20. Equipment Malfunction

- (a) ANZ is responsible to the Account Holder for any loss caused by the failure of a system or equipment to complete a transaction that was accepted in accordance with your instructions.
- (b) However, if you were aware or should have been aware that the system or equipment, including your mobile phone with respect to Mobile Banking, was 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.

- (c) You are responsible for the accuracy and completeness of the content that you enter into or upload to ANZ Internet Banking and ANZ Internet Banking for Business. 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 uploaded will be determinative and final.
- (d) You are solely responsible for your own computer and mobile phone anti-virus and security measures, and those of any Authorised User, to help prevent unauthorised access via ANZ Internet Banking, ANZ Internet Banking for Business or Mobile Banking to your transactions and linked Accounts.

## 21. Access to Other Services

You may use ANZ Internet Banking or ANZ Internet Banking for Business to access other ANZ services. If there is any inconsistency between these Electronic Banking Conditions of Use and your agreement for that other service, the terms of the agreement for that other service prevail when using ANZ Internet Banking or ANZ Internet Banking for Business to access or use that other service.

## 22. Liability Under the BPAY® Scheme

### 22.1. General

You should note that:

- If you advise ANZ that a BPAY® payment made from a linked Account is unauthorised, you should first give ANZ your written consent to obtain from the biller information about your linked Account with that biller or the BPAY® payment (including your CRN), as ANZ reasonably requires to investigate the BPAY® payment. This should be addressed to the biller who received the BPAY® payment. If you do not do this, the biller may not be permitted by law to disclose to ANZ the information ANZ needs to investigate or rectify that BPAY® payment;

- If you discover that the amount you instructed ANZ to pay was less than the amount you needed to pay, you can make another BPAY® payment for the shortfall. If you cannot make another BPAY® payment for the shortfall because the shortfall amount is less than the minimum amount the biller will accept, you can ask ANZ to arrange for a reversal of the initial payment. You can then make a second payment for the correct amount. If you discover that the amount you instructed ANZ to pay was more than the amount you needed to pay, you can ask ANZ to request a reversal of the initial payment from the biller on your behalf, and if this occurs, you can make a second payment for the correct amount.

## **22.2. ANZ's Liability**

ANZ will not be liable to you under the BPAY® Scheme except in the circumstances set out in this clause.

## **22.3. BPAY® Payments**

Except where a BPAY® payment is an Unauthorised payment, a Fraudulent payment or a Mistaken payment, BPAY® payments are irrevocable. No refunds will be provided through the BPAY® Scheme where you have a dispute with the biller about any goods or services you may have agreed to acquire from the biller. Any dispute must be resolved with the biller.

## **22.4. Unauthorised payments**

If a BPAY® payment is made in accordance with a payment direction, which appeared to ANZ to be from you or on your behalf, but which you did not in fact authorise, ANZ will credit your Account with the amount of that unauthorised payment. However, you must pay ANZ the amount of that payment if:

- ANZ cannot recover the amount from the person who received it within 20 Banking Business Days of ANZ attempting to do so; and
- The payment was made as a result of a payment direction which did not comply with ANZ's prescribed security procedures.

### 22.5. Fraudulent payments

If a BPAY® payment is induced by the fraud of a person involved in the BPAY® Scheme, then that person should refund you the amount of the fraud-induced payment. However, if that person does not refund you that amount, you must bear the loss unless some other person involved in the BPAY® Scheme knew of the fraud or would have detected it with reasonable diligence, in which case that person must refund you the amount of the fraud-induced payment.

### 22.6. Mistaken payments

- (a) If you discover that a BPAY® payment has been made to a person, or for an amount, which is not in accordance with your instructions (if any), and your Account was debited for the amount of that payment, ANZ will credit that amount to your Account. However, if you were responsible for a mistake resulting in that payment and ANZ cannot recover the amount of that payment from the person who received it within 20 Banking Business Days of ANZ attempting to do so, you must pay that amount to ANZ.
- (b) You acknowledge that the receipt by a biller of a mistaken or erroneous payment does not or will not, under any circumstances, constitute part or whole satisfaction of any underlying debt owed between you and that biller.

### 22.7. Consequential Loss

ANZ is not liable for any consequential loss or damage you suffer as a result of using the BPAY® Scheme, other than due to any loss or damage you suffer due to ANZ's negligence or in relation to any breach of a condition or warranty implied by law in contracts for the supply of goods and services and which may not be excluded, restricted or modified at all or only to a limited extent.

## 23. Indemnity

To the extent permitted by law, you 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 you:

- Did not observe your obligations under; or
- Acted negligently or fraudulently in connection with, these Electronic Banking Conditions of Use.

## **24. Receipt of Mistaken Internet Payment**

Sometimes you may receive a Mistaken Internet Payment into your Account. If you discover a payment into your Account which you believe may be a Mistaken Internet Payment, you must notify ANZ as soon as practicable.

If notified of a potential Mistaken Internet Payment by you or by some other person such as the payer's financial institution, ANZ will investigate the payment. Whilst ANZ is investigating the payment, ANZ may prevent that payment from being withdrawn from the Account. If ANZ, acting reasonably, determines that a payment is a Mistaken Internet Payment, you authorise ANZ to withdraw the payment from your Account and return it to the payer's financial institution.

## **25. Precedence of Terms**

If there is any inconsistency between these Electronic Banking Conditions of Use and your Account terms and conditions, the Account terms and conditions prevail.

## Contact Details

### Postal addresses

ANZ Business Banking

Speak to your ANZ Manager or call  
1800 801 485 (8am – 8pm, Mon – Fri)

ANZ Cards

Locked Bag No.10  
Collins Street West Post Office  
Melbourne VIC 8007

ANZ Personal Banking

Contact your nearest branch

ANZ Home Loans

Locked Bag No. 9  
Collins Street West Post Office  
Melbourne VIC 8007

ANZ Margin Lending

GPO Box 4338, Melbourne VIC 3001

ANZ V2 PLUS

Locked Bag 3000  
Collins Street West  
Melbourne VIC 8007

### Customer Enquiries

ANZ Cards

13 22 73

ANZ Internet Banking

13 33 50

+ 61 3 9643 8833 (International customers)

ANZ Personal Banking

13 13 14

ANZ Home Loans

13 25 99

ANZ Margin Lending

1800 639 330

ANZ V2 PLUS Service Centre

13 28 33

**Lost or Stolen Cards, Suspected Unauthorised Transactions or Divulged Passwords**

1800 033 844 or

+ 61 3 9683 7047 (International customers)

(24 hours, 7 days a week).

**Lost, Stolen or Divulged Passwords**

For passwords used on-line and ANZ Security Devices, call 1800 269 242

For all other passwords, call 1800 033 844

(24 hours, 7 days a week)

Ph: + 61 3 9683 7047 (International customers).



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