

ANZ Internet Banking Terms and Conditions

Effective March 2009

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

1. ANZ Internet Banking General Terms and Conditions

1.1 Introduction

1.1.1 About the ANZ Internet Banking Terms and Conditions

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

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

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

1.1.2 Availability of ANZ Internet Banking in your jurisdiction

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

1.1.3 When these ANZ Internet Banking Terms and Conditions apply

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

1.1.4 Acceptance of these Terms and Conditions

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

1.2 Definitions

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

Value Access means where:

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

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

1.3 Initial Access to ANZ Internet Banking

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

1.4 Nominated Accounts

1.4.1. General

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

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

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

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

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

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

1.4.2. Joint Personal Accounts

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



1.5 Authorised User(s)

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

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

1.5.1 Nomination

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

1.5.2 User ID and Passwords for Authorised Users

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

1.5.3 Responsibility of Authorised Users

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



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

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

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

1.6 Limits

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

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

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

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

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

1.7 Instructions conducted through ANZ Internet Banking

1.7.1 Instructions

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

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

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

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

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



1.7.2 Processing

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

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

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

1.7.3 Currency

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

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

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

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

1.7.4 Additional Requirements

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

1.7.5 Transaction Reference

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

1.8 Processing Instructions - General

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

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



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

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

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

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

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

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

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

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

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

1.9 Account Information

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

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

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

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

1.10 Adding a Description to an Account

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



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

1.11 Customising your User ID

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

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

1.12 Security Device Validity

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

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

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

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

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

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

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

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

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

1.14 Password, User ID and Security Device Security

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

You must:

- not disclose your Password to any person;



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

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

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

1.15 Unauthorised Transactions

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

1.15.1 When ANZ is Liable

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

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

1.15.2 When the Account Holder is Liable

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

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



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

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

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

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

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

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

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

1.16 Equipment Malfunction

ANZ does not represent or guarantee that access to ANZ Internet Banking will be uninterrupted. You acknowledge that ANZ Internet Banking may be affected by outages, faults or delays. Such outages, faults or delays may be caused by factors including, but not limited to, technical difficulties with the performance or operation of ANZ's or another person's software, equipment or systems, traffic or technical difficulties with the Internet, or infrastructure failures such as damaged phone lines or interference with digital signals.

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

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

1.17 Security of ANZ Internet Banking

ANZ's Endeavours

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

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



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

Your responsibility for your PC

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

1.18 Money Laundering Prevention

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

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

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

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

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

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

1.19 Termination and Suspension

Termination of Access by the Account Holder

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

Termination or Suspension of Access

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

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



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

1.20 Error or Dispute Resolution

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

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

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

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

ANZ may also ask the Account Holder to supply further information.

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

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

1.21 Fees and Charges

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

1.22 Variation of these Terms and Conditions, Fees and Charges

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

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

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

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

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

1.23 Indemnity

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

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



1.24 Governing Law

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

1.25 Privacy and Confidentiality Disclosure

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

Collection of your Information by ANZ

ANZ may, to the extent permitted by Law, collect your Information:

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

Absence of relevant Information

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

Disclosures by ANZ

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

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

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



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

Accessing your Information held by ANZ

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

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

1.26 Notices and Correspondences

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

1.27 Inconsistency

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

1.28 Assignment

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

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

2. ANZ Internet Banking Country Specific Terms and Conditions

2.1 Singapore

2.1.1 Access to ANZ Internet Banking

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

2.1.2 Prime Account

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

2.1.3 Password, User ID and Security Device for Authorised Users

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

2.2 Japan

2.2.1 Unauthorised Transactions

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



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

2.2.2 Privacy and Confidentiality Disclosure

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

ANZ Internet Banking Support Centre contact details

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

澳紐銀行網上銀行條款及條件

2009年3月生效

(中國、香港、日本、菲律賓、新加坡及台灣版)

1 澳紐銀行網上銀行一般條款及條件

1.1 簡介

1.1.1 關於澳紐銀行網上銀行條款及條件

這些條款及條件在您使用澳紐銀行網上銀行服務時適用(「**條款及條件**」)。於使用澳紐銀行網上銀行前,敬請細閱條款及條件。如您有不明白之處,或對條款及條件的任何地方不清楚,歡迎聯絡澳紐銀行,我們很樂意為您解釋。

條款及條件與您指定連結到澳紐銀行網上銀行的賬戶所適用的任何條款及條件同時適用。您可親臨澳紐銀行分行要求索取賬戶條款及條件。本文件第2節所載的其他澳紐銀行網上銀行國家特定條款及條件亦可能適用,這視乎您的主要賬戶在哪個國家的澳紐銀行開設及持有而定。

除非另有指定,否則如條款及條件與您指定連結到澳紐銀行網上銀行的賬戶適用的條款及條件之間存在任何矛盾,當使用澳紐銀行網上銀行服務時,概以條款及條件為準。除條款及條件外,其他條款及條件(包括法律隱含的條款及條件)同樣適用。

1.1.2 澳紐銀行網上銀行是否在您的司法權區提供服務

澳紐銀行在本文件開端列明的司法權區提供澳紐銀行網上銀行,須獲得監管機構批准。因此,於您登記服務時,澳紐銀行網上銀行未必能在上述所有司法權區提供,而您未必能在那些司法權區內,使用在澳紐銀行開設及持有的賬戶連結到澳紐銀行網上銀行。澳紐銀行將於澳紐銀行獲得監管機構批准於相關司法權區推出澳紐銀行網上銀行時通知您。有關進一步資料,請聯絡您的澳紐銀行分行。

1.1.3 這些澳紐銀行網上銀行條款及條件會於何時適用

當您的各個指定賬戶成功連結到澳紐銀行網上銀行時,澳紐銀行將以書面通知您。您同意於當日並於該日起,在您透過澳紐銀行網上銀行連結賬戶中進行的交易,須遵守條款及條件。

1.1.4 接受條款及條件

一旦在澳紐銀行網上銀行網站「本人接受澳紐銀行網上銀行條款及條件約束」一項中填上「」號並按「接受」鍵後,即表示您確認您已細閱及明白條款及條件,並同意受條款及條件約束。若澳紐銀行要求您使用保安裝置,您亦將受本文件中有關使用保安裝置的條款及條件約束。

1.2 釋義

除非另有列明,否則在條款及條件中,以下釋義適用:

賬戶指在澳紐銀行持有,能連結澳紐銀行網上銀行,而賬戶持有人指定連結到澳紐銀行網上銀行的所有銀行賬戶(包括主要賬戶)。

賬戶持有人指以其名義開設賬戶及根據相關賬戶授權負責賬戶的人士或實體。

賬戶簽署人指根據相關賬戶授權獲授權運作賬戶持有人的澳紐銀行賬戶的一名或多名人士。

澳紐銀行指在您開設及持有賬戶的司法權區(即中國、香港、日本、菲律賓、新加坡或台灣)經營業務的澳洲及紐西蘭銀行集團有限公司(Australia and New Zealand Banking Group Limited)(ABN 11 005 357 522)。

澳紐銀行營業日指公眾假期以外的任何日子,或澳紐銀行最少一家分行在您開設及持有澳紐銀行賬戶所在的相關司法權區並無開放營業的任何日子。

澳紐銀行網上銀行指澳紐銀行透過互聯網提供,可在您開設及持有澳紐銀行主要賬戶的司法權區以本文件結尾所列的URL位址登入的賬戶銀行服務。

申請定期存款要求指私人賬戶持有人透過澳紐銀行網上銀行可用作申請在您的資金賬戶所在的司法權區,開設澳紐銀行定期存款賬戶的功能。所謂資金賬戶,是指如果澳紐銀行批准您的要求,用作您原本的澳紐銀行定期存款投資賬戶扣數的指定澳紐銀行賬戶。

就澳紐銀行網上銀行而言,**授權用戶**指賬戶持有人根據第1.5.1條授權可透過澳紐銀行網上銀行登入賬戶持有人指定連戶賬戶的一名或多名人士。

不可抗力事件指任何天災、戰爭、暴亂、破壞活動、革命，或違反公安或針對有關當局的其他任何非法行動、工業或勞資糾紛、政府管制、國內動亂、電力短缺或電力故障、突然或非預期系統故障，或非澳紐銀行或您能合理控制的其他事件或起因。

資金賬戶（或扣數賬戶）指您指定用作透過澳紐銀行網上銀行進行的交易扣數的賬戶。

客戶賬戶間轉賬指透過澳紐銀行網上銀行可用作您在相同司法權區的澳紐銀行開設及持有的合資格指定連結賬戶之間轉撥相同貨幣資金的功能，包括向您的指定連結澳紐銀行信用咭賬戶（如適用）轉賬。

國際轉賬要求指您可透過澳紐銀行網上銀行向澳紐銀行發出指示，以當地貨幣或外幣經澳紐銀行開設及持有的合資格指定連結賬戶，轉賬至接受這種轉賬的當地持牌金融機構或您居住所在的司法權區以外金融機構持有的第三方賬戶的功能。

法律指您在澳紐銀行開設及持有賬戶的司法權區有效的任何法律、法例、規例、頒佈、條例、附例、規則、文書、官方指令、裁決、實務守則、操守守則或審慎規定。

當地轉賬要求指您可透過澳紐銀行網上銀行（不包括在台灣及日本開設及持有的澳紐銀行賬戶）向澳紐銀行發出指示，以當地貨幣經澳紐銀行開設及持有的合資格指定連結賬戶，轉賬至在接受這種銀行間轉賬的同一司法權區當地持牌金融機構持有的第三方賬戶的功能。

維持定期存款要求指賬戶持有人可透過澳紐銀行網上銀行向澳紐銀行發出指示，以保存及終止您在澳紐銀行開設及持有的現有澳紐銀行定期存款賬戶的功能。於日本澳紐銀行開設及持有的賬戶未必能夠透過在澳紐銀行網上銀行提出維持定期存款要求終止。

無價值登入指賬戶持有人及／或授權用戶只能透過澳紐銀行網上銀行查閱有關賬戶持有人指定連結賬戶資料的情況。

密碼指登入澳紐銀行網上銀行的一組由最少8個，最多16個字元（包括英文字母及數字）組成的密碼，包括澳紐銀行首次發出讓您登入澳紐銀行網上銀行的密碼。

主要賬戶指賬戶持有人指定作為澳紐銀行網上銀行主要連結賬戶的賬戶。

保安裝置指澳紐銀行向您發出隨機號碼（如需要），而必須連同您的用戶名稱及密碼登入澳紐銀行網上銀行（如適用）的實際裝置。

保安裝置代碼指澳紐銀行提供的保安裝置發出的號碼或臨時替代裝置代碼（如適用）。

用戶名稱指澳紐銀行向您發出的首8個數字，並包括您透過澳紐銀行網上銀行設定最少9個，最多32個的字元，以便澳紐銀行在您登入澳紐銀行網上銀行時能識別您。

有價值登入指以下情況：

- (a) 賬戶持有人可在澳紐銀行網上銀行以指定澳紐銀行賬戶全面運作及進行交易；或
- (b) 授權用戶已獲賬戶持有人授權透過澳紐銀行網上銀行運作賬戶持有人的指定連結賬戶，惟須受到賬戶持有人授權交易的多重授權規定及賬戶持有人根據第1.5.1(2)條授予授權用戶的功能層級限制。

除非文義另有所指，否則**您**乃指賬戶持有人及每名授權用戶（「您的」具有相應涵義）。

1.3 首次登入澳紐銀行網上銀行

除非本文件第2節的澳紐銀行網上銀行國家特定條款及條件另有提及，否則您可以在登記後使用澳紐銀行向您發出的用戶名稱及臨時密碼登入澳紐銀行網上銀行。在您首次登入澳紐銀行網上銀行時，您需要接受澳紐銀行網上銀行條款及條件，更改臨時密碼，並選擇一個由英文字母及數字組成，最少8個，最多16個字元的新密碼。

1.4 指定賬戶

1.4.1. 一般事項

只有您指定連結及可登入澳紐銀行網上銀行的賬戶，方能使用澳紐銀行網上銀行。

在以下司法權區－即中國、香港、日本、菲律賓、新加坡及台灣－開設及持有的賬戶可一併連結到澳紐銀行網上銀行，除非：

- (a) 法律禁止有關連結；
- (b) 澳紐銀行可酌情決定限制或不批准您指定連結到澳洲銀行網上銀行的賬戶；或
- (c) 在您登記澳紐銀行網上銀行時，由於澳紐銀行網上銀行在您開設及持有澳紐銀行賬戶的司法權區有待監管機構批准，所以未能提供；

在此情況下，澳紐銀行將通知您有此項限制或未獲批准，並在指定賬戶成功連結到澳紐銀行網上銀行時再通知您。

澳紐銀行亦可能會對您以指定連結賬戶使用澳紐銀行網上銀行實施限制。例如，澳紐銀行可能會限制指定連結賬戶中進行的任何類別交易涉及的金額。

在澳紐銀行網上銀行國家指定條款及條件（視乎您在何地開設及持有澳紐銀行主要賬戶）所載的其他條款及條件的限制下，您亦必須指定一(1)個連結澳紐銀行網上銀行的指定賬戶作為主要賬戶。

1.4.2. 聯名個人賬戶

如賬戶持有人為個人，而指定連結到澳紐銀行網上銀行的賬戶乃與一名或多名人士聯名持有，而並無單人簽署授權，則賬戶持有人將僅獲授澳紐銀行網上銀行賬戶的無價值登入。

1.5 授權用戶

此第1.5條僅在賬戶持有人為實體，並指定了另外一名或多名人士為授權用戶時適用。

所有授權用戶必須遵守法律及澳紐銀行的客戶識別規定，惟在授權用戶獲指定為第1.5.1(3)條所指的業務運作人的情況除外。

1.5.1 指定

- (1) 賬戶持有人將授予每名授權用戶澳紐銀行網上銀行每個指定連結賬戶的無價值登入或有價值登入（「登入層級」）。授予的登入層級須取得澳紐銀行批准，並遵守相關賬戶授權所載的任何規定及限制。
- (2) 賬戶持有人可指定授權用戶為授權簽署人、業務管理人或業務運作人（「功能層級」），而在根據第1.5.1(1)條就特定指定連結賬戶授予授權用戶的登入層級的規限下，這些授權用戶將能透過澳紐銀行網上銀行進行以下功能：
 - (a) 授權簽署人（第1級）：能查閱、啟動及授權透過澳紐銀行網上銀行進行的交易；
 - (b) 授權簽署人（第2級）：能查閱及授權透過澳紐銀行網上銀行進行的交易；
 - (c) 業務管理人（第1級）：能設立業務運作人，查閱、啟動及授權透過澳紐銀行網上銀行進行的交易；
 - (d) 業務管理人（第2級）：能設立業務運作人，查閱及啟動透過澳紐銀行網上銀行進行的交易；或
 - (e) 業務管理人（第3級）：能設立業務運作人及查閱透過澳紐銀行網上銀行進行的交易。
- (3) 業務運作人是業務管理人透過澳紐銀行網上銀行委任及維持的人士，因此並無在相關賬戶授權或澳紐銀行網上銀行表格登記內記錄。業務運作人獲准僅透過澳紐銀行網上銀行（而非透過任何其他方法）查閱或查閱及啟動賬戶持有人指定連結賬戶中的交易。澳紐銀行概不就業務運作人透過澳紐銀行網上銀行進行的任何功能或啟動的交易負上法律責任或責任。
- (4) 如授權用戶（不包括業務運作人）獲授賬戶持有人指定賬戶在澳紐銀行網上銀行的有價值登入，則他／她必須是該特定指定連結賬戶的賬戶簽署人，並須受到第1.6條透過澳紐銀行網上銀行啟動及／或授權的交易適用的限制所規限。
- (5) 為免產生疑問，登入層級、功能層級及第1.6條可能適用於授權用戶透過澳紐銀行網上銀行啟動及／或授權的交易，而可能與就澳紐銀行網上銀行以外進行的功能及／或交易授予該名人士的授權層級有所不同。

1.5.2 授權用戶的用戶名稱及密碼

除非本文件第2節所載的澳紐銀行網上銀行國家特定條款及條件另有提及，否則授權用戶將獲發他們本身的用戶名稱及臨時密碼。在授權用戶首次登入澳紐銀行網上銀行時，授權用戶必須使用他們本身的用戶名稱及臨時密碼，然後須接受澳紐銀行網上銀行條款及條件，更改臨時密碼，並自行選擇一個由英文字母及數字組成，8個至16個字元的新密碼。

1.5.3 授權用戶的責任

賬戶持有人須對每名授權用戶根據其獲授登入層級、功能層級及第1.6條所載的任何適用限制（包括妥善運用及儲存授權用戶的用戶名稱、密碼、保安裝置及保安裝置代號（如澳紐銀行要求）），透過澳紐銀行網上銀行運作賬戶持有人的指定連結賬戶負責。如授權用戶超逾其獲授登入層級、功能層級及澳紐銀行網上銀行可能適用的任何限制行事，澳紐銀行概不對因此造成的任何錯誤或賬戶持有人蒙受的損失負責。賬戶持有人亦須負責確保每名授權用戶遵守賬戶持有人及授權用戶在條款及條件下的一切法律責任及責任。

賬戶持有人可透過向澳紐銀行分行發出書面要求，取消或更改授權用戶的指定，包括授權用戶的登入層級及功能層級。澳紐銀行或需數個澳紐銀行營業日處理此項要求。如授權用戶是業務管理人，他／她可隨時透過澳紐銀行網上銀行取消業務管理人使用澳紐銀行網上銀行的權利。

如授權用戶有所改動，包括授權用戶獲授的登入層級及功能層級，賬戶持有人須負責確保即時以書面通知澳紐銀行。澳紐銀行將不會就澳紐銀行並未收取事先書面通知的改動，與其相關的任何錯誤或損失負責。

1.6 限制

除非賬戶持有人其後與澳紐銀行安排增加或減少限制，否則按照賬戶持有人與澳紐銀行於登記澳紐銀行網上銀行時所協議，透過澳紐銀行網上銀行進行的一切交易均須遵守以下限制：

- (a) 每日上限，即透過澳紐銀行網上銀行啓動的一切交易（不包括客戶賬戶間轉賬交易）的每日累積上限金額。每日上限適用於已登記澳紐銀行網上銀行的所有賬戶持有人（個人及實體）；
- (b) 賬戶上限，即透過澳紐銀行網上銀行啓動的一切交易（不包括客戶賬戶間轉賬交易）的最高每日累積金額，並僅於已登記澳紐銀行網上銀行的賬戶持有人是實體時才適用；及
- (c) 授權上限，即授權用戶可授權透過澳紐銀行網上銀行進行的每宗交易的上限，並僅於已登記澳紐銀行網上銀行的賬戶持有人是實體時才適用；

惟交易亦須遵守法律規定的任何轉賬限制。

適用於澳紐銀行網上銀行的上述限制或會有所不同，但必須相等或低於每個澳紐銀行賬戶授權所規定的限制。如於不同司法權區的澳紐銀行持有及開設的澳紐銀行賬戶皆連結同一個用戶名稱，則澳紐銀行賬戶授權所記錄的下限亦適用。

在法律允許的程度下，澳紐銀行或會對在任何特定交易期間透過澳紐銀行網上銀行可得的資金金額作出改動或實施限制。

1.7 透過澳紐銀行網上銀行進行的指示

1.7.1 指示

假設賬戶持有人的指定連結賬戶資金充裕，除例外情況外，澳紐銀行網上銀行將允許您進行：

- (a) 客戶賬戶間轉賬；
- (b) 當地轉賬要求；
- (c) 國際轉賬要求；
- (d) 申請定期存款要求；及
- (e) 維持定期存款要求。

（統稱為「指示」）

法律或澳紐銀行的政策規定的其他限制亦適用，在此情況下，澳紐銀行將通知您有此限制。

您同意指示的效力，而澳紐銀行透過澳紐銀行網上銀行發出的回覆或通知如以書面發出，亦具有相同效力。

1.7.2 處理

在第1.7.3及1.8條的規限下，澳紐銀行一般會在您的資金賬戶或定期存款賬戶開設及持有的司法權區內，按照澳紐銀行的規定處理下列項目：

- (a) 於澳紐銀行收到指示的同日處理客戶賬戶間轉賬；或
- (b) 在處理時間內按照規定處理當地轉賬要求、國際轉賬要求、申請定期存款要求或維持定期存款要求；

1.7.3 貨幣

如以您的賬戶定值貨幣以外的其他貨幣透過澳紐銀行網上銀行存款或提款，將受到以下條款規限：

- (a) 當地法律適用的外匯管制規例及限制／規定，在此情況下，澳紐銀行將通知您有此等限制／規定。您亦可聯絡澳紐銀行分行索取進一步資料；及
- (b) 處理交易當日涉及的交易貨幣適用的匯率。澳紐銀行將根據澳紐銀行轉換貨幣的標準程序，指定外幣金額轉換為不同外幣，或您開設及持有澳紐銀行賬戶所在的司法權區當地貨幣等值金額的匯率，視乎有關交易而定。

如您以外幣申請澳紐銀行的定期存款，而澳紐銀行批准您的申請，即表示您同意：

- (a) 澳紐銀行對以下各項概不承擔法律責任：
 - 您的澳紐銀行定期存款因任何理由（不論是由於利率、匯率波動、稅金或貶值）而資金價值出現下跌；或
 - 由於兌換限制、遣返、強制性轉讓、中止、外匯管制規例、任何性質的限制、政府或監管機構行使權力、戰爭、罷工，或任何非澳紐銀行能控制的任何其他起因，以致到期時並無該等款項，而不論在您開設澳紐銀行定期存款的司法權區或其他地區；
- (b) 如任何貨幣的所屬發行地限制了該貨幣的任何資金的供應、信貸或轉讓，則澳紐銀行將無責任以該貨幣從您的任何賬戶支付該等款項。澳紐銀行可酌情決定隨時（不論是到期前或到期後）按澳紐銀行指定的任何其他貨幣、任何匯率及任何形式向您支付該等款項，以履行其就該等款項的責任。您同意任何該等付款將構成澳紐銀行就該等款項向賬戶持有人良好、有效及全數履行責任。

1.7.4 額外規定

澳紐銀行可於處理您的指示前要求額外補充資料或確認詳情。

1.7.5 交易參考編號

澳紐銀行將於收到澳紐銀行網上銀行的客戶賬戶間轉賬指示、當地轉賬要求、國際轉賬要求、申請定期存款要求或維持定期存款要求時向您或授權用戶（視乎情況而定）發出交易參考編號。

1.8 處理指示—一般事項

您必須提供澳紐銀行要求的資料，以處理您透過澳紐銀行網上銀行進行的指示。如出現以下情況，您的指示將不獲受理：

- (a) 並無提供所有必需資料；
- (b) 賬戶持有人已選擇在多重授權規定下登入，但多重授權並無發生；
- (c) 您的指定資金賬戶中並無足夠可動用資金；或
- (d) 澳紐銀行（因任何理由）遭到法律限制或禁止允許付款發生。

澳紐銀行無責任接受任何指示，並可全權酌情決定是否接受透過澳紐銀行網上銀行進行的任何指示，或是否按照有關指示行動。澳紐銀行亦可延遲按照指示行動，或於按照指示行動之前要求賬戶持有人或授權用戶提供進一步資料。您可透過澳紐銀行網上銀行或透過聯絡澳紐銀行網上銀行支援中心查閱您的指示情況。

澳紐銀行毋須亦不會查核賬戶持有人或授權用戶在澳紐銀行網上銀行提供的資料是否正確。如在輸入這些資料時出現任何錯誤，或會導致資金轉賬至錯誤的賬戶，或轉賬了錯誤的金額及貨幣，或指示完全沒有進行。如賬戶持有人或授權用戶發出的指示有任何不準確之處，澳紐銀行概不負責，如指示的不準確造成任何損失，澳紐銀行亦不會向賬戶持有人負責。

如澳紐銀行收到賬戶持有人的指定連結賬戶透過澳紐銀行網上銀行發出超過一項轉賬的指示，澳紐銀行將全權酌情決定進行轉賬的先後次序。

一旦澳紐銀行發出參考編號，賬戶持有人或授權用戶透過澳紐銀行網上銀行發出的任何指示即不得取消、修訂或更改。

如賬戶持有人授權澳紐銀行處理賬戶持有人或授權用戶使用他們的用戶名稱、密碼、保安裝置或保安裝置代碼（如澳紐銀行要求）透過澳紐銀行網上銀行發出或傳送的任何指示，並按照有關指示行動，澳紐銀行不會進一步向賬戶持有人尋求確認或發出通知。

澳紐銀行可全權酌情在處理任何指示前隨時透過電話確認您的指示，以作核實用途。

除條款及條件所列明者外，賬戶持有人須就因以下事項造成的一切法律責任向澳紐銀行負責，並同意彌償澳紐銀行的損失：

- (a) 澳紐銀行根據條款及條件接納任何指示或按照任何指示行動；
- (b) 任何指示或所構成的交易的無效或聲稱無效；
- (c) 澳紐銀行根據條款及條件拒絕接納指示或按照指示行動；或
- (d) 澳紐銀行根據條款及條件延遲接納指示或按照指示行動。

1.9 賬戶資料

您透過澳紐銀行網上銀行取得的指定連結賬戶的任何結餘，將是您作出查詢時的現有結餘。

當您取得賬戶結餘，您可從指定連結賬戶提取的款項上限亦會顯示。此項上限一般會反映：

- (a) 賬戶的任何信貸限額；
- (b) 於該澳紐銀行營業日使用澳紐銀行網上銀行轉賬的任何款項；
- (c) 任何定期進賬；及
- (d) 於該澳紐銀行營業日在澳紐銀行分行存入或提取的任何款項。

您亦可查閱及檢視透過澳紐銀行網上銀行（最多是過去365日）在您的指定連結賬戶進行的一切交易。您亦可從顯示結果將這些交易詳情，以逗號分隔值（Comma-Separated Value (CSV)）格式下載至微軟Excel或其他空白表格格式。

1.10 在賬戶加入描述

您可以自行選擇在賬戶持有人已指定連結到澳紐銀行網上銀行的賬戶加入描述。在賬戶加入描述將更改賬戶在澳紐銀行網上銀行所示的描述名稱，但只顯示指定連結至您的用戶名稱的指定連結賬戶。它不會更改澳紐銀行的正式記錄，或其他用戶使用其他用戶名稱透過澳紐銀行網上銀行登入指定連結賬戶的賬戶描述名稱。在澳紐銀行網上銀行賬戶加入描述只為方便您識別。如任何賬戶純粹因為您已選擇對賬戶加入描述以僅進行澳紐銀行網上銀行用途，而保留或用作任何特定用途，澳紐銀行概不就該等賬戶收取存款負上責任或法律責任。向您的賬戶存入的所有款項將於日常業務過程中處理。

1.11 自訂用戶名稱

您可以自訂登入澳紐銀行網上銀行的用戶名稱，用戶名稱必須為最少9個，最多32個字元。自訂用戶名稱只為方便您使用，並會更改澳紐銀行首次發給您，以便澳紐銀行在您登入澳紐銀行網上銀行時識別您的正式用戶名稱。

澳紐銀行保留權利拒絕可能被視為冒犯或不當的自訂用戶名稱。

1.12 保安裝置的有效性

您的保安裝置（如澳紐銀行要求）乃澳紐銀行的財產。保安裝置必須以澳紐銀行指定的方式啟動。賬戶持有人須確保本身及其授權用戶在澳紐銀行要求時，儘速將保安裝置交回澳紐銀行，包括當相關保安裝置已撤銷登記時。如澳紐銀行網上銀行的登入已取消，或澳紐銀行取消了您使用保安裝置的權利，則您須將保安裝置寄回您的澳紐銀行分行。

您的保安裝置若遺失了或被竊，您可聯絡澳紐銀行取得「一次性」代碼，代替您的保安裝置產生的號碼，以便您能登入澳紐銀行網上銀行。此臨時代碼只能使用一次，讓您登入澳紐銀行網上銀行並在澳紐銀行網上銀行的建立時段內使用澳紐銀行網上銀行。

如您需要登記使用保安裝置以登入澳紐銀行網上銀行，敬請聯絡澳紐銀行網上銀行支援中心，聯絡詳情載於本文件結尾。

1.13 取消或暫停密碼、用戶名稱、保安裝置或電子登入

澳紐銀行可以取消或暫停任何保安裝置、密碼、用戶名稱或電子登入：

(a) 如出現以下情況，則毋須發出事先通知（除非法律禁止）：

- 澳紐銀行懷疑賬戶持有人或授權用戶欺詐或涉及不當行為；
- 澳紐銀行相信使用賬戶持有人或授權用戶的保安裝置、用戶名稱或電子登入，可能會令賬戶持有人或澳紐銀行蒙受損失；
- 賬戶是不活躍賬戶；
- 保安裝置或用戶名稱相關的所有賬戶皆已終結；
- 賬戶已被透支，或賬戶持有人已超逾其與澳紐銀行協定的信貸限額；
- 澳紐銀行的系統或設備故障或因其他理由無法使用；
- 澳紐銀行相信賬戶持有人或授權用戶的電子登入或澳紐銀行的系統及設備的安全性受到威脅；
- 密碼或保安裝置代碼錯誤輸入三(3)次；
- 法律規定澳紐銀行須取消或暫停任何保安裝置、密碼、用戶名稱或電子登入。

賬戶持有人可隨時透過聯絡澳紐銀行網上銀行支援中心取消保安裝置，聯絡詳情載於本文件結尾。

其後，保安裝置必須即時寄回您的澳紐銀行分行，以交回澳紐銀行。

1.14 密碼、用戶名稱和保安裝置的安全

您必須妥善保管您的密碼、保安裝置和保安裝置代碼，否則可能會因此增加賬戶持有人對任何損失承擔的責任。

您必須注意：

- 不應向任何人士披露您的密碼；
- 不應允許任何人士獲取您的保安裝置或獲得任何保安裝置代碼；
- 不應允許任何其他人士看見您輸入密碼或保安裝置代碼；
- 不應在您的保安裝置記錄您的密碼，或將任何物品與保安裝置一同存放或存放在附近，以致造成與您的保安裝置同時損失、遭竊或擅自盜用。
- 銷毀記錄了您的用戶名稱的印刷品正本；
- 不應選擇容易識別的密碼，例如您的出生日期、車牌號碼、電話號碼或您的姓名；及
- 不應將相同的密碼用於澳紐銀行網上銀行以外的任何其他用途。

當您使用澳紐銀行網上銀行時，您必須遵守澳紐銀行發出的安全指引（經不時修訂）。

澳紐銀行鼓勵您定期更改密碼。

如要更改密碼，您只須依照澳紐銀行網上銀行概況按鈕的「我的賬戶」功能中所描述的指示，或參閱本文件結尾所載詳情聯絡澳紐銀行網上銀行支援中心。

1.15 未經授權交易

除非澳紐銀行網上銀行特定條款及條件第2節另有提及，否則本第1.15條載列各方須就透過澳紐銀行網上銀行進行的未經授權交易負上責任。

1.15.1 澳紐銀行須負責的情況

澳紐銀行須就賬戶持有人蒙受的以下實際損失負責：

- (a) 因澳紐銀行的僱員或代理欺詐或疏忽引致的實際損失；
- (b) 與澳紐銀行網上銀行系統出現錯誤相關的實際損失，除非有關錯誤很明顯，或已經以信息或通告顯示告知，則作別論；
- (c) 在您收到或選擇密碼或保安裝置（包括重新發出的密碼或保安裝置）之前，出現需要使用任何密碼或保安裝置的交易所產生的實際損失；
- (d) 在您通知澳紐銀行任何保安裝置被誤用、遺失或遭竊，或您的密碼、保安裝置或保安裝置代碼的安全性遭到威脅之後，出現未經授權交易所造成的實際損失；
- (e) 就同一宗交易錯誤從同一個賬戶扣數超過一次所造成的實際損失；
- (f) 未經授權交易造成的實際損失，如您清楚並非由您造成這些損失。

1.15.2 賬戶持有人須負責的情況

除您的賬戶條款、條款及條件及澳紐銀行網上銀行特定條款及條件第2節所載的任何責任外，如賬戶持有人或授權用戶造成未經授權登入，則賬戶持有人須因以下事件就透過任何未經授權登入賬戶持有人賬戶以致任何資金的實際損失或資料竊取負責：

- (a) 您的欺詐或疏忽；
- (b) 自願向任何人士披露密碼或保安裝置代碼，或向任何人士（包括親屬或朋友）提供您的保安裝置；
- (c) 在以下地方儲存密碼或保安裝置代碼記錄，卻無任何合理企圖掩飾：
 - 在保安裝置上和用戶名稱一同儲存；
 - 在和保安裝置或用戶名稱一同攜帶的任何物品上；或
 - 和保安裝置或用戶名稱同時遺失或遭竊；
- (d) 並無銷毀記錄了您的用戶名稱的印刷品正本；
- (e) 選擇了容易識別的密碼，例如您的出生日期、車牌號碼、電話號碼或您的姓名；
- (f) 就其他用途（包括澳紐銀行網上銀行）使用相同的密碼；
- (g) 以其他極不小心的方式行事，以致未能保護您的密碼、用戶名稱、保安裝置或保安裝置代碼的安全，及並無遵守澳紐銀行的安全指引。

如您在知悉您的密碼、保安裝置或保安裝置代碼遺失、遭竊或安全性遭到威脅之後，您不合理地延遲通知澳紐銀行，則賬戶持有人須負責在以下兩段時間之間產生的實際損失：

- (a) 您首次知悉上述任何事件，或（如保安裝置遺失或遭竊）您應合理知悉遺失或盜竊的時間；及
- (b) 澳紐銀行實際獲通知相關事件的時間。

然而，賬戶持有人毋須負責以下實際損失：

- (a) 於任何一日產生超出適用每日交易限制（如有）的實際損失；
- (b) 超逾相關賬戶結餘（包括任何協定信貸限額）的實際損失；
- (c) 如澳紐銀行已同意賬戶無法透過澳紐銀行網上銀行登入；或
- (d) 因澳紐銀行明確授權您進行的行為而造成的實際損失，或因您按照澳紐銀行規定或建議的方式披露、記錄或儲存密碼或保安裝置代碼，以便您使用澳紐銀行明確或暗示推廣、認可或授權的賬戶登入服務而蒙受的損失。

如不清楚是否由您導致未經授權交易所造成的損失，而此項未經授權交易需要密碼或保安裝置代碼方能履行，則賬戶持有人須負責以下兩者中金額較少者：

- (a) 澳紐銀行獲悉保安裝置遺失、遭竊或未經授權使用，或密碼或保安裝置代碼的安全性遭到威脅時的實際損失（而非金額多於每日交易限制（如有）的任何一日蒙受的任何損失）；或
- (b) 賬戶結餘，包括在未經授權交易中轉讓價值的任何預先安排信貸。

1.16 設備故障

澳紐銀行概不聲明或保證登入澳紐銀行網上銀行不會中斷。您認同澳紐銀行網上銀行可能會受到中斷、錯誤或延誤影響。這些中斷、錯誤或延誤可能因包括以下各項（但不限於）的因素造成：澳紐銀行或另一名人士的軟件、設備或系統的性能或運作出現技術問題；互聯網流量或技術問題；或基建故障，例如電話線路損毀或數碼訊號受到干擾。

如澳紐銀行的系統及設備未能完成澳紐銀行的系統及設備根據您的指示接受的交易，則澳紐銀行須就因此造成的任何損失向賬戶持有人負責。然而，如您知悉或應已知悉澳紐銀行的系統及設備無法使用或出現故障，澳紐銀行的責任將只限於修正賬戶的錯誤，及退回因此徵收的任何費用或手續費。

賬戶持有人須對您向澳紐銀行網上銀行輸入或上載內容的準確性及完整性負責。澳紐銀行概不對您輸入或上載資料的任何不準確性或不完整性負責。澳紐銀行的輸入或上載資料及數據記錄將為決定性及最終。

1.17 澳紐銀行網上銀行的安全

澳紐銀行的努力

澳紐銀行將使用其認為能合理確保澳紐銀行網上銀行安全的措施。澳紐銀行或其代理採用一系列安全措施，包括防火牆及數據加密（128位元加密插口層（Secure Sockets Layer）（SSL）規約能為您的網上交易提供安全渠道）。

澳紐銀行無法保證互聯網上的任何數據傳輸完全。

透過申請及使用澳紐銀行網上銀行，您同意提供予澳紐銀行的數據用作提供澳紐銀行網上銀行服務，您並確認澳紐銀行或其代理可以（除非法律禁止，否則在您居住的司法權區、澳洲或其他地區）將您提供予澳紐銀行的數據加密、傳輸及儲存，而除法律另有規定外，澳紐銀行對這些數據並無責任。

您對您的個人電腦的責任

對於您使用的所有電腦的個人電腦防毒及安全措施，以及任何授權用戶及營運商使用的防毒及安全措施，您須全權負責，以防防止有人透過澳紐銀行網上銀行未經授權登入您的交易及指定賬戶。您須自行負責確保獲得所有必需連接，例如個人電腦設備及軟件、安全的電話線路、電力及安全的互聯網服務供應商，以便您登入澳紐銀行網上銀行。

1.18 防洗黑錢

透過接受條款及條件，您同意如果澳紐銀行懷疑出現以下情況，澳紐銀行可延遲、阻止或拒絕處理任何交易，而不產生任何責任：

- (a) 交易違反您在澳紐銀行開設及持有賬戶的國家或任何其他國家的任何法律；
- (b) 交易直接或間接涉及非法行為的所得款項或將用作非法行為的款項。

您必須向澳紐銀行提供澳紐銀行合理要求的一切資料，以管理洗黑錢或恐怖活動集資風險，或遵守您在澳紐銀行開設及持有賬戶的國家或任何其他國家的任何法律，而您同意澳紐銀行可以向以下人士披露有關您的任何資料：

- (a) 任何執法機關、監管機構或法庭（如您在澳紐銀行開設及持有賬戶的國家或其他地方的任何法律規定）；
- (b) 澳紐銀行聘用的任何相應機構，以遵守任何法律而付款。

除非您已經披露您是以信託人身份或代表另一名人士行事，否則您必須確保您在同意這些條款的情況下以您本身的身分行事。

您向澳紐銀行聲明、同意並承諾，澳紐銀行根據您的指示付款將不會違反您在澳紐銀行開設及持有賬戶的國家或任何其他司法權區的任何法律。

1.19 終止及中止

賬戶持有人終止登入

賬戶持有人可隨時透過向您的澳紐銀行分行發出書面通知，或填妥相關澳紐銀行網上銀行取消表格並交回您的澳紐銀行網上銀行，取消賬戶持有人登入澳紐銀行網上銀行的權利（或撤銷授權用戶使用澳紐銀行網上銀行登入賬戶持有人的權利）。

終止或中止登入

澳紐銀行可隨時透過向您發出書面通知（可能包括於您登入使用澳紐銀行網上銀行時向您發出的通知），終止您登入澳紐銀行網上銀行。澳紐銀行亦可在並無向您發出事先通知的情況下，基於澳紐銀行網上銀行服務的安全或質素理由，撤回或拒絕登入澳紐銀行網上銀行或其任何部分。澳紐銀行不會在並無良好理由下撤回或拒絕登入，這些理由可能包括：

- (a) 澳紐銀行懷疑您欺詐或行為失當；
- (b) 澳紐銀行懷疑第三方會利用您的用戶名稱、密碼、保安裝置及／或保安裝置代碼欺詐使用或企圖使用澳紐銀行網上銀行；

- (c) 如賬戶持有人或賬戶持有人的債權人針對賬戶持有人提出破產、清盤或公司重組申請；或
- (d) 法律規定。

如澳紐銀行行使本條的權利，其不會對賬戶持有人因此可能蒙受或已經蒙受的任何損失負責。

1.20 錯誤或爭議解決方法

您必須保存透過澳紐銀行網上銀行進行的已完成指示的完整記錄，並保持有關記錄的準確性及完整性。澳紐銀行將按照法律規定及根據澳紐銀行的文件保存政策，保存透過澳紐銀行網上銀行進行的交易的記錄。

賬戶持有人必須儘快小心查閱賬戶持有人的賬戶記錄。如賬戶持有人相信任何交易出現錯誤或出現未經授權交易，賬戶持有人必須儘快聯絡澳紐銀行網上銀行支援中心，或蒞臨賬戶持有人附近的澳紐銀行分行。

為協助澳紐銀行的調查，賬戶持有人將須提供以下資料：

- 賬戶持有人的姓名、地址及賬戶詳情；
- 有關交易的詳情；
- 懷疑錯誤或爭議或未經授權交易的數量。

澳紐銀行亦可能要求賬戶持有人提供進一步資料。

如您口頭通知澳紐銀行懷疑出現錯誤或爭議交易，澳紐銀行可要求賬戶持有人以書面方式向澳紐銀行提供有關投訴的詳情。然而，只要您能夠提供上述資料，這不會延誤澳紐銀行的調查。

如澳紐銀行無法滿足您的要求即時解決爭議，澳紐銀行將會向賬戶持有人提供書面通知，列載澳紐銀行就調查及解決有關爭議將採取的步驟。

1.21 手續費及費用

當您使用澳紐銀行網上銀行以進行特定交易時，澳紐銀行可能會徵收手續費及費用。您同意支付手續費及費用，亦同意澳紐銀行可能直接在您的資金賬戶或從受益人賬戶（如適用）的所得款項中扣除手續費及費用。澳紐銀行可能會不時修訂手續費及費用。一切現有手續費及費用的詳情可向您就近的澳紐銀行分行查詢。

1.22 修訂條款及條件、手續費及費用

澳紐銀行可在法律規定下或因其他理由而修訂澳紐銀行網上銀行條款及條件，以及澳紐銀行網上銀行適用的手續費及費用。

澳紐銀行可隨時透過以下方式，在不少於30日內向您發出關於任何修訂的通知，修訂條款及條件以及澳紐銀行網上銀行適用的手續費及費用。

- 直接與您溝通（例如透過您的賬戶結算單或網上廣播發出通知）；或
- 在任何澳紐銀行分行或在澳紐銀行網站顯示通知；
- 於主要日報或全國報章刊登廣告。

您將被視為在緊隨這些顯示或廣告發出後收到通知。

如您在通知期結束後繼續使用澳紐銀行網上銀行，即表示您接受有關修訂。

1.23 彌償保證

在法律允許的程度下，如賬戶持有人及／或授權用戶（包括業務運作人）進行下列事項，則賬戶持有人同意就澳紐銀行可能因針對澳紐銀行提出的任何索償、要求或任何類型的行動而直接或間接蒙受的任何損失或損害，向澳紐銀行作出彌償：

- 並無遵守他們在條款及條件下的責任；或
- 就條款及條件疏忽或欺詐行事。

1.24 管轄法律

條款及條件受到您在澳紐銀行開設及持有主要賬戶所在的司法權區生效的法律管轄，並須按此詮釋。您和澳紐銀行願受根據法律擁有司法管轄權的法院的非專有司法管轄權管轄。

1.25 私隱及保密披露

在本文件第2節可能適用的澳紐銀行網上銀行國家特定條款及條件的規限下，在您與澳紐銀行進行交易時，澳紐銀行可能會收集和使用您的部分資料，包括有關您的交易、您的財政狀況、您與澳紐銀行的賬戶關係及／或您的賬戶的詳情（統稱為「資料」）。澳紐銀行在下文解釋澳紐銀行會在什麼情況下如何收集及使用您的資料。

澳紐銀行收集您的資料

澳紐銀行可以在法例允許的程度下收集您的資料：

- 以協助提供有關產品或服務的資料；
- 以考慮您的產品或服務要求；
- 讓澳紐銀行提供產品或服務；
- 以通知您可能感興趣的其他產品或服務的資料；
- 以履行其他行政及營運工作（包括風險管理、系統開發及測試、信貸評分、員工培訓及市場或客戶滿意度研究）；
- 以預防或調查任何欺詐或罪案（或懷疑欺詐或罪案）；及
- 以符合相關法律、規例及對外付款系統規定。

缺乏相關資料

如您不按要求提供部分或全部資料，澳紐銀行可能無法為您提供產品或服務。

澳紐銀行的披露

基於澳紐銀行對客戶擁有一般保密責任，在法律允許的程度下，透過申請及／或繼續使用澳紐銀行網上銀行服務，您同意澳紐銀行可能向以下人士使用及披露您的資料：

- 澳紐銀行的任何分行或代理，包括澳紐銀行的總公司及其分行、代理商、代表辦事處、地區辦事處或聯屬公司，或澳紐銀行全球各地的任何相關公司（「澳紐銀行集團成員公司」）；
- 澳紐銀行集團成員公司的任何辦事處、分行、聯屬公司、附屬公司、僱員或代理商或其核數師或法律顧問；
- 信貸報告或收賬公司；
- 澳紐銀行或任何澳紐銀行集團成員公司聘用以進行或協助其銀行功能及活動（包括澳紐銀行網上銀行服務）的任何外判服務供應商、代理商及承包商；
- 監管機構、政府機構、執法機構及法院；
- 法律授權或規定澳紐銀行須向其披露資料的其他人士；
- 其他銀行及金融機構；
- 您的授權代理或您的遺囑執行人、遺產管理人或法律代表；
- 任何人士，而按照澳紐銀行的意見，披露屬必需或適宜，以便澳紐銀行根據條款及條件履行其職責及行使其權力及權利；
- 澳紐銀行全權酌情認為合適的任何人士。

您進一步同意及確認，任何澳紐銀行集團成員公司可以在法律允許的情況下，向其有權披露任何上述資料的任何人士移交上述資料，而不論該名人士的主要營業地點是否位處您所居住的司法權區以外的地區，或有關資料的全部或部分是否在您所居住的司法權區以外的地區收集、持有、處理或使用。

查閱澳紐銀行所持有您的資料

在法律允許的程度下，您可以隨時親臨您的澳紐銀行分行，要求查閱及更正您的資料。

本第1.25條連同澳紐銀行可能在您開戶時於您開設及持有澳紐銀行賬戶的司法權區向您發出的私隱聲明，或按照澳紐銀行不時通知您的條款一併適用。

1.26 通知及通訊

澳紐銀行會按照您指定的主要賬戶的郵寄地址，將必須以書面通知您有關澳紐銀行網上銀行的通訊、通知或其他文件寄給您。您將被視為在寄發後第二個澳紐銀行營業日收到該通訊或通知。

1.27 歧義

如本文件的英文本與其他語言版本出現歧義，概以英文本為準。

1.28 轉移

在未經澳紐銀行的事先書面批准之前，賬戶持有人不得轉讓及／或轉移其於條款及條件或任何相關文件下的任何或全部或部分權利、利益及／或責任。

澳紐銀行可隨時向其在其營運業務的司法權區註冊成立的附屬公司或其任何聯屬公司，轉讓及／或轉移其於條款及條件或任何相關文件下的任何或全部或部分權利、利益及／或責任，而毋須徵求您同意。為方便進行有關轉讓及／或轉移，澳紐銀行有權向該附屬公司或聯屬公司披露任何相關資料，而您同意採取及簽署澳紐銀行可能合理要求的行動及文件，以完成轉讓及／或轉移所需的任何批准、存檔或登記手續。

2 澳紐銀行網上銀行國家特定條款及條件

2.1 新加坡

2.1.1 登入澳紐銀行網上銀行

為安全理由及按法律所規定，賬戶持有人及每名授權用戶必須使用在登記登入澳紐銀行網上銀行後，以澳紐銀行發給他們的用戶名稱、密碼及保安裝置代碼，其後每次登入也必須使用這些資料。每名授權用戶將獲發他們個人的用戶名稱、臨時密碼及保安裝置代碼。

2.1.2 主要賬戶

如您在新加坡開設及持有的澳紐銀行賬戶在澳紐銀行網上銀行連結到在新加坡以外司法權區開設及持有的其他澳紐銀行賬戶，您必須指定您在新加坡持有及開設的澳紐銀行賬戶為主要賬戶。

2.1.3 授權用戶的密碼、用戶名稱及保安裝置

如賬戶持有人是實體，而授權用戶離開了您的公司，則該名授權用戶及運作人的用戶名稱及保安裝置必須中止或取消。賬戶持有人能隨時透過向澳紐銀行發出書面通知，中止任何用戶名稱或保安裝置。

2.2 日本

2.2.1 未經授權交易

本第2.2.1條載列如果賬戶持有人為個人，並已指定其在日本開設及持有的澳紐銀行賬戶連結到澳紐銀行網上銀行，澳紐銀行及賬戶持有人須就透過澳紐銀行網上銀行進行的未經授權交易負上責任。

- (a) 在以下情況下，如賬戶持有人遺失密碼或密碼遭竊，賬戶持有人可以向澳紐銀行要求賠償，而澳紐銀行同意向賬戶持有人賠償，賬戶持有人因透過澳紐銀行網上銀行進行的未經授權交易而造成的實際損失：
- (i) 賬戶持有人在知悉密碼遺失或遭竊及出現未經授權交易（「未經授權活動」）後即時通知澳紐銀行；
 - (ii) 賬戶持有人向澳紐銀行提供未經授權活動的充份解釋；
 - (iii) 賬戶持有人與澳紐銀行合作調查，包括向澳紐銀行提供向警方登記的損害報告，或可支持澳紐銀行推斷未經授權活動事實的相關事件的任何其他證據；及
 - (iv) 未經授權活動並非因為賬戶持有人蓄意或嚴重疏忽造成。
- (b) 如賬戶持有人因疏忽造成未經授權活動，則賬戶持有人向澳紐銀行提出的賠償要求須視乎事件的客觀情況，按個別情況考慮。澳紐銀行將全權酌情決定支付賬戶持有人的賠償（如有）金額。
- (c) 不論本文件上述第2.2.1(a)及(b)條條文，在以下情況下，澳紐銀行將不會向賬戶持有人提供任何賠償：
- (i) 賬戶持有人未能在事件發生後三十（30）日內通知澳紐銀行出現未經授權活動；
 - (ii) 未經授權活動由賬戶持有人的配偶或親屬進行；
 - (iii) 賬戶持有人曾就未經授權活動及其因此蒙受的損失，向澳紐銀行提供虛假解釋；或
 - (iv) 未經授權活動是因為社會動盪（例如戰爭或暴亂）造成，或與之有關。
- (d) 如澳紐銀行根據本文件第2.2.1(a)或(b)條向賬戶持有人作出賠償，賬戶持有人同意免除及解除澳紐銀行賬戶持有人日後就未經授權活動向澳紐銀行提出的任何索償、行動、訴訟或法律程序，以獲取賠償金、賠償或任何其他補救方法。

2.2.2 私隱及保密披露

澳紐銀行網上銀行一般條款及條件第1.25條受到日本澳紐銀行的私隱及個人資料政策（「日本澳紐銀行私隱政策」）規限，有關政策可在<http://www.anz.co.jp/anz/privacy.html>瀏覽。為免產生疑問，就第1.25條最後一段而言，此日本澳紐銀行私隱政策是一份私隱聲明。



澳紐銀行網上銀行支援中心聯絡詳情

澳紐銀行網上銀行支援中心

營業時間 星期一至五早上七時正至午夜十二時正（新加坡標準時間）。

免付費電話號碼 +800 6622 3388（手提電話和收費電話可能會收取通話費）。

海外客戶請致電 +65 6506 1500（可能會收取長途電話費）。