

ANZ Mobile Pay Terms and Conditions and Licence Agreement for Android Devices

Version: 1.0

Dated: 1 January 2016

1. Introduction

ANZ Mobile Pay is an app suitable for use on an Android powered device that allows users to use their phone as a contactless card.

Downloading the ANZ Mobile Pay app from Google Play and installing the app on your Android Device is your acceptance of these ANZ Mobile Pay Terms and Conditions and Licence Agreement for Android Devices (**Terms of Use**). It is therefore important that you read and understand these Terms of Use. These Terms of Use, together with (where you are the relevant account holder) the terms and conditions of each relevant account (including the Electronic Banking Conditions of Use forming part of those terms and conditions), form a legal contract between you and us, Australia and New Zealand Banking Group Limited (**ANZ**), in relation to your use of ANZ Mobile Pay. Where inconsistent, these Terms of Use will override the Electronic Banking Conditions of Use. Capitalised terms that are undefined in these Terms of Use take their meaning from the Electronic Banking Conditions of Use. References to 'Mobile Banking' in the Electronic Banking Conditions of Use include ANZ Mobile Pay. References to a Personal Identification Number or PIN in the Electronic Banking Conditions of Use include the four digit security passcode that you set up when you first register to use ANZ Mobile Pay (**your ANZ Mobile Pay passcode**).

By clicking 'Install' you agree to receive these Terms of Use and any amendments to them electronically via Google Play or your Android Device (as appropriate) and understand that ANZ will not send you a paper copy.

2. Eligibility

In order to use ANZ Mobile Pay you will need:

- an Android Device running v4.4 (KitKat) or later of the Android operating system, that is enabled for cellular or wireless Internet connection, and also enabled with near field communication (NFC) (**Android Device**);
- to have registered the Australian mobile phone number for your Android Device with ANZ; and
- an ANZ Visa payWave® credit or debit card, or an ANZ American Express contactless enabled credit card linked to an ANZ account (**eligible cards**).

If you have access to developer options for your Android Device you will need to ensure that:

- 'NFC' is switched on; and
- 'USB Debugging' and 'Don't keep activities' are switched off.

You agree that, by registering for ANZ Mobile Pay, ANZ may send SMS to your nominated mobile phone number. ANZ is not liable for any loss or damage you suffer as a result of any person other than you accessing those SMS. Similarly, if you are the account holder, and an additional cardholder registers for

ANZ Mobile Pay, ANZ will not be liable for any loss or damage you suffer as a result of any person other than that additional cardholder accessing any SMS sent by ANZ to the additional cardholder's nominated mobile phone number.

3. Fees and Charges

ANZ will not charge you or the account owner any additional fees due solely to downloading, installing and registering for ANZ Mobile Pay.

Any fees and charges that apply to any ANZ account used via ANZ Mobile Pay will continue to apply to transactions using ANZ Mobile Pay.

You may incur charges from your network service provider for downloading, updating and using ANZ Mobile Pay. Any such charges are your sole responsibility and any matters regarding these charges should be raised with your network service provider.

4. Functionality

ANZ Mobile Pay allows users to use their Android Device as a contactless card in place of an eligible card at compatible payment terminals. Once downloaded and installed, you can register by opening ANZ Mobile Pay, tapping an eligible card on your Android Device and entering your Australian mobile phone number and your date of birth. During the registration process you will be required to select your ANZ Mobile Pay Passcode.

Once registered, you can choose whether you pay for purchases on a relevant account using your Android Device by selecting one of the following options in ANZ Mobile Pay: (i) waking the Android Device (**Wake to Pay**); (ii) launching ANZ Mobile Pay (**Launch to Pay**); or (iii) launching ANZ Mobile Pay and entering your ANZ Mobile Pay Passcode (**Passcode to Pay**); before tapping the Android Device on the compatible payment terminal. You may change your preferred purchase method at any time in the ANZ Mobile Pay settings on your Android Device.

For some devices, carrier specific software settings may override ANZ Mobile Pay if you have selected Wake to Pay as your preferred purchase method. If this occurs you may need to unlock your phone to make payments with Wake to Pay.

You must have selected ANZ Mobile Pay as the default Tap & Pay application on your Android Device's settings to make payment.

Multiple cards can be added to ANZ Mobile Pay and there is no limit to how many eligible cards can be stored. Additional cards can be added to ANZ Mobile Pay during the initial registration process or afterwards in the ANZ Mobile Pay settings. An eligible card can only be added to ANZ Mobile Pay on one Android Device. You can set or change the active card by scrolling through the list of stored cards in ANZ Mobile Pay and selecting the preferred card. When a card has expired or been locked by ANZ (for example, because you have notified us that the card is lost or stolen), you will need to set a new active card. If you notify us that your Android Device has been lost or stolen we will lock all cards within ANZ Mobile Pay.

Once an eligible card has been added to ANZ Mobile Pay, you can make purchases or payments in the same way that you would if you used your American Express or Visa payWave® plastic card at a contactless payment terminal.

Some contactless payment terminals do not accept Tap & Pay cards for purchases over \$100. In this case, please use your plastic card to insert into the terminal.

ANZ Mobile Pay may not work when the Android Device is not within range of a cellular or wireless internet connection.

In order to operate, ANZ Mobile Pay may access software and hardware features of your Android Device.

Subject to clause 10, ANZ may alter the functionality available in ANZ Mobile Pay at any time.

Joint account holders or additional cardholders using ANZ Mobile Pay

Joint account holders or additional cardholders are not permitted to share an ANZ Mobile Pay Passcode. If joint account holders or additional cardholders wish to use ANZ Mobile Pay, each must register separately for ANZ Mobile Pay.

5. Your obligations

You agree you will:

- not disclose your ANZ Mobile Pay Passcode to any other person, including any joint account holder or additional cardholder or family member or friend;
- not record your ANZ Mobile Pay Passcode in writing or on anything carried with the Android Device or liable to loss or theft at the same time as the Android Device unless you make a reasonable attempt to protect the security of the ANZ Mobile Pay Passcode;
- not allow any other person to see you entering your ANZ Mobile Pay Passcode;
- not act with extreme carelessness in failing to protect your ANZ Mobile Pay Passcode;
- not leave your Android Device unattended;
- not allow another person to use ANZ Mobile Pay on your Android Device to make purchases or payments;
- lock your Android Device when not in use and take all other reasonable steps necessary to stop unauthorised use of ANZ Mobile Pay;
- notify ANZ immediately if your Android Device is lost or stolen;
- notify ANZ immediately if your Android Device service is suddenly disconnected without your permission (which may indicate you have been subject to mobile phone porting);
- remove your eligible cards and uninstall ANZ Mobile Pay from your Android Device prior to disposing of the Android Device;
- not use ANZ Mobile Pay for any purpose other than those purposes for which ANZ has provided ANZ Mobile Pay;
- only install approved apps on your Android Device;

- install anti-virus software (and you further agree that you are solely responsible for your Android Device's anti-virus and security arrangements to prevent unauthorised access to ANZ Mobile Pay);
- not act fraudulently or maliciously in relation to the ANZ Mobile Pay app or software. As examples, you will not copy, modify, adversely effect, reverse engineer, hack into or insert malicious code into the ANZ Mobile Pay app or software;
- download a new version of ANZ Mobile Pay from Google Play when notified to do so (and then cease to use the old version of ANZ Mobile Pay); and
- not override the software lockdown on your Android Device (commonly referred to as 'obtaining root access'). If you do, ANZ Mobile Pay will no longer work on your Android Device.

Warning: You must not use your birth date or an alphabetical code which is a recognisable part of your name as your ANZ Mobile Pay Passcode, or select sequential numbers, for example, '1234' or where all numbers are the same, for example, '1111'. If you do, you may be liable for any loss suffered from an unauthorised transaction.

To the extent permitted by the ePayments Code, you (or, if applicable, the relevant account holder) will be liable for any loss arising from an unauthorised transaction occurring as a result of a breach of any of these obligations, notwithstanding anything to the contrary in the Electronic Banking Conditions of Use.

6. Multiple device registration

After you have first registered ANZ Mobile Pay on your Android Device, you are permitted to register additional Android Devices for use with ANZ Mobile Pay.

An eligible card can only be added to ANZ Mobile Pay on one Android Device. If you register an eligible card that is already on one Android Device on a different Android Device, the eligible card will be registered to the new Android Device and be removed from the old Android Device. Any other eligible cards you have on the old Android Device will remain operational on the old Android Device.

In order to register an additional Android Device for ANZ Mobile Pay and in order to use ANZ Mobile Pay on that additional Android Device once it is registered, you will be required to create a new ANZ Mobile Pay Passcode for that Android Device.

7. Liability

ANZ will not be responsible for any inability of your Android Device to access or use ANZ Mobile Pay, or for any loss or damage to your Android Device resulting from your access or use, or attempted access or use, of ANZ Mobile Pay (including downloading and installing any associated ANZ apps), and you should satisfy yourself as to these matters before attempting to access or use ANZ Mobile Pay.

ANZ will not be liable for any loss arising from your use of ANZ Mobile Pay, including loss arising from any security breach, if you have acted fraudulently (either alone or together with any other person), or if you have caused or contributed to that loss, for example, by obtaining root access to your Android Device or failing to comply with any of these Terms of Use or the Electronic Banking Conditions of Use.

The Electronic Banking Conditions of Use further set out your (or, if applicable, the relevant account holder's) liability when using ANZ Mobile Pay.

You acknowledge that any unauthorised reproduction by you of any proprietary information provided or available via ANZ Mobile Pay or any portion of it may result in legal action being taken.

When you initiate a call through ANZ Mobile Pay on your Android Device, you will exit the app and the call will be made using your chosen dialler on your Android device. ANZ will not be liable in any way if your dialler redirects you to a fraudulent or incorrect number and will not be liable for any network service provider fees incurred for the call.

8. Suspension or termination of use and service quality

ANZ may suspend or terminate your use of ANZ Mobile Pay, or part thereof, at any time.

The provision and subsequent use of ANZ Mobile Pay is subject to the reliability and availability of third party service providers including software providers and network service providers. ANZ will not be liable for any direct or indirect loss suffered by you or the account holder (as applicable) as a result of a reduced level of service caused by any third party.

You should carry an alternate form of payment with you to ensure you do not experience delays in the event of any unavailability of ANZ Mobile Pay.

9. Data collection

You agree that ANZ may collect various information relating to your relevant Android Device. This is required for ANZ Mobile Pay to properly function and for security purposes, and for ANZ to better provide assistance if you contact us for assistance, to tell you about other products or services that may be of interest to you and to further develop ANZ Mobile Pay. ANZ will not use this information regarding your Android Device in any other manner.

ANZ's Privacy Policy (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.

The information collected from your relevant Android Device includes app version, device type and model, operating system and security information related to your Android Device (e.g. whether you have obtained root access to your Android Device). If you do not consent to the collection of this information, you should cease using ANZ Mobile Pay. If you do not want to receive marketing information phone 13 13 14 to withdraw your consent.

10. Changes to these Terms of Use and functionality of ANZ Mobile Pay

ANZ can change these Terms of Use at any time. Subject to the following paragraph, ANZ will give you 30 days' prior notice of any changes which:

- impose or increase charges relating solely to the use of ANZ Mobile Pay;
- increase your liability (or, if applicable, that of the relevant account holder) for losses relating to transactions conducted using ANZ Mobile Pay; or
- impose, remove or change your daily transaction limit or other periodical transaction limit applying to the use of ANZ Mobile Pay.

Please note that ANZ may make changes required to immediately restore or maintain the security of a system or individual facility (including certain functionality within ANZ Mobile Pay, an individual ANZ Mobile Pay account or ANZ Mobile Pay itself), without prior notice. You agree that ANZ may notify you of any change to these Terms of Use by:

- posting information at anz.com;
- written or electronic notice to you (including via your Android Device);
- notice in our branches in Australia; or
- public notice in an Australian national newspaper.

The current Terms of Use for your version of ANZ Mobile Pay will always be available for you to view at anz.com.

11. No waiver severability and governing law

In relation to these Terms of Use, no delay or failure to act will be construed as a waiver of or in any way prejudice, any of our rights. No waiver will be effective unless it is in writing. A waiver of a breach will not waive any other breach.

You and ANZ agree that if any provision or part of a provision of these Terms of Use is illegal, invalid or unenforceable, it will be severed from these Terms of Use and the remaining provisions (or parts of provisions) will continue in full force and effect.

The law governing these Terms of Use is the law of the state of Victoria, Australia and you and ANZ agree to submit to the exclusive jurisdiction of the courts of the state of Victoria, Australia.

12. Licensing

You are given a non-exclusive, revocable, non-transferable licence to use ANZ Mobile Pay on your Android Device in accordance with these Terms of Use and any other applicable terms referred to in section 1 and subject to the Terms of Services and Policies applicable to your use of Google Play.

You warrant that you are not located in a country that is subject to a US Government embargo or is designated by the US Government as a 'terrorist supporting' country, and you are not listed on any US Government list of prohibited or restricted parties.

You must comply with all laws, regulations and third party service providers terms of use (for example, software providers and network service providers) when using ANZ Mobile Pay.

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