



ANZ Guam, Inc. Online Banking Terms and Conditions
(American Samoa Edition)
Effective December 2014

1.1 Introduction

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

These Terms and Conditions apply together with any terms and conditions, disclosures and agreements applicable to the Account(s) which You have nominated to be linked on ANZ Online Banking and products or services offered by ANZ where You may initiate and transact through ANZ Online Banking, such as ANZ’s Electronic Funds Transfer Disclosure Agreement, ACH Origination Agreement, and Wire Transfer Agreement. Your Account and product service terms and conditions, disclosures and agreements are available upon request at Your ANZ branch.

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 Online Banking, or the products and services where You may initiate and transact through ANZ Online Banking, these Terms and Conditions will prevail for all transactions using the ANZ Online Banking service. In addition to these Terms and Conditions, other terms and conditions, including those implied by applicable laws.

If You have not previously agreed in writing that You have read, understand and agree to be bound by these Terms and Conditions, ticking the “I accept to be bound to the ANZ Online Banking Terms and Conditions” box and clicking the “Accept” button on the ANZ Online Banking Web Site at Your first log in will constitute Your acceptance of these Terms and Conditions.

1.2 Definitions

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

Account(s) means all of Your ANZ Savings Accounts, Demand Deposit Accounts, Certificate of Deposit Accounts, and Loan Accounts as defined in clause 1.5.1, including the Prime Account, that can be linked on ANZ Online Banking and that the Account Holder has nominated to be linked on ANZ Online 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 are authorized to operate the Account Holder’s Account(s) with ANZ under the relevant Account authority.

ANZ means ANZ Guam, Inc., its successors and assigns.

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 American Samoa.

ANZ Online Banking means banking services in respect of Account(s) provided by ANZ via the Online and accessible at <http://www.anz.com/americansamoa>.



Authorized User for the purposes of ANZ Online Banking means a person or persons authorized by the Account Holder to access the Account Holder's nominated linked Accounts through ANZ Online Banking in accordance with clause 1.6.1.

Draft Request means the function available through ANZ Online Banking through which You may lodge instructions to ANZ to prepare a cashier's check if denominated in United States dollars, or a draft if denominated in a foreign currency, from Your eligible nominated linked Account(s).

Duplicate Statement Order Request means the function available through ANZ Online Banking through which You may request ANZ to issue a duplicate statement of Account for Your eligible nominated linked Account(s).

Force Majeure means any act of nature, war, riot, sabotage, revolution, or any other unlawful act against public order or authority, an industrial or labor 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 that You have nominated for funds to be debited for transactions conducted through ANZ Online Banking.

Funds Transfer Between My Accounts means the function available through ANZ Online Banking through which Immediate, Future-dated and Recurring 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.

Future-dated Transfer means an instruction lodged by You to ANZ through ANZ Online Banking to make a once only transfer of funds or payment from Your nominated linked Account(s) in advance of the value date for payment.

Immediate Transfer means an instruction lodged by You to ANZ through ANZ Online Banking to make a transfer of funds or payment from Your nominated linked Account(s) immediately subject to ANZ's processing times and requirements.

International Transfer Request means the function available through ANZ Online Banking through which You may lodge instructions to ANZ to make Immediate Transfer funds in local or foreign currency from eligible nominated linked Account(s) to third parties' Account(s) held at foreign licensed financial institutions or financial institutions outside the jurisdiction in which You are domiciled that will accept such transfers.

Law means any law, legislation, regulation, proclamation, ordinance, bylaw, 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.

Multiple Authorization means a process whereby a payment transaction submitted through ANZ Online Banking must be authorized by the same number of Authorized Users who are Account Signatories of the relevant nominated linked Account as mandated by the Account authority held by ANZ before it is processed and approved by ANZ. For the purposes of this definition, where Authorized Users is referenced, the term shall not include Authorized Users who have been nominated as a Business Administrator Level 2 and 3 and Business Operators as set out in clause 1.6.1.



Non Value Access means where the Account Holder and/or an Authorized User is able to only view the information about the Account Holder's nominated linked Account(s) through ANZ Online 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 Online Banking and includes the password first issued by ANZ to You to access ANZ Online Banking.

Primary Account means the Account nominated by the Account Holder as the primary linked Account for the purposes of ANZ Online Banking, the address of which will be used to confirm Your registration and any future changes to Your ANZ Online Banking access.

Recurring Transfer means an instruction lodged by You to ANZ through ANZ Online Banking to make a transfer of funds or payment for a set amount from Your nominated eligible linked Account(s) on a recurring basis, for example: daily, weekly, monthly, quarterly, half-yearly or yearly basis.

Scheduled Downtime means a period of time scheduled by ANZ for internal administrative purposes resulting in restricted ANZ Online Banking transactions that You may initiate on Your nominated linked Account(S).

Value Access means where:

- a) an Account Holder can fully operate and transact on the nominated ANZ Account on ANZ Online Banking; or
- b) an Authorized User has been authorized by the Account Holder to operate on the Account Holder's nominated linked Account(s) through ANZ Online Banking nominated by the Account Holder for authorization of transactions subject to any Multiple Authorization requirements and limits which may apply and the function level assigned to the Authorized User by the Account Holder in accordance with clause 1.6.1(2).

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

1.3 Condition Precedent

Your registration and utilization of ANZ Online Banking is conditional upon ANZ being satisfied that:

- a) You are over eighteen years of age; and
- b) You have fulfilled all registration requirements specified by ANZ from time to time, including completing all necessary agreements relating to or in connection with ANZ Online Banking. For the avoidance of doubt, if You have not already entered into such binding agreements with ANZ You must duly execute the following agreements at the time of Your registration to ANZ Online Banking:
 - i) the ACH Origination Agreement to initiate Payroll Payments on ANZ Online Banking if the Account Holder is an entity; and/or
 - ii) the Wire Transfer Agreement to initiate International Transfer Requests and Local Transfer Requests on ANZ Online Banking.

1.4 Initial Access to ANZ Online Banking

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



When You first access ANZ Online Banking, You will be required to accept the ANZ Online Banking Terms and Conditions, change the temporary Password and select a new Password comprised of both alphabetical and numeric characters with a minimum of 8 and a maximum of 16 characters.

1.5 Nominated Accounts

1.5.1. General

ANZ Online Banking is only available on Accounts that are eligible to be linked and which You have nominated to be linked on ANZ Online Banking.

The Account(s) that may be linked together on ANZ Online Banking are as follows:

- a) ANZ Savings Accounts and ANZ Loan Accounts where You may only transfer funds into those Accounts only on ANZ Online Banking;
- b) ANZ Demand Deposit Accounts where You may transfer funds into and out of those Accounts on ANZ Online Banking; and
- c) ANZ Certificate of Deposit Accounts where You may only view the balance of the Account unless this is prohibited by Law or ANZ, at its sole discretion, restricts or does not approve the Account(s) You have nominated to be linked on ANZ Online Banking, in which case ANZ will notify You of such restriction or non-approval.

For the purposes of this clause:

- a) ANZ Savings Account means ANZ Junior Savers Accounts, ANZ Business Investment Accounts, ANZ Fast Saver Accounts or any other ANZ Account which ANZ may designate from time to time as being a Savings Account;
- b) ANZ Demand Deposit Account means an ANZ Access Freedom Account, ANZ Access Direct Deposit Account, ANZ Senior Checking Account, ANZ Personal Checking Account, ANZ Business Checking Account, ANZ Non-Profit Checking Account or any other ANZ Account which ANZ may designate from time to time as being a Demand Deposit Account;
- c) ANZ Loan Account means an ANZ Ready Reserve Account, ANZ Mortgage Loan, ANZ Line of Credit, ANZ Small Loan Account, ANZ Term Loan, ANZ Construction Loan, ANZ Installment Loan and any other ANZ Account which ANZ may designate from time to time as being a Loan Account; and
- d) ANZ Certificate of Deposit Account and any other ANZ Account which ANZ may designate from time to time as being a Certificate of Deposit Account where You may invest monies for a fixed period of time and at a fixed rate.

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

1.5.2. Joint Personal Accounts

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



1.6. Authorized User(s)

This clause 1.6 only applies where the Account Holder is an entity and has nominated a natural person or persons as an Authorized User.

All Authorized Users nominated as an Authorized Signatory must comply with all laws and ANZ's customer identification requirements. ANZ may also require Business Operators to satisfy ANZ's customer identification requirements from time to time.

1.6.1. Nomination

- 1) Each Authorized User will be assigned with either Non Value Access or Value Access for each nominated linked Account on ANZ Online Banking (the "Access Levels"). The Access Levels assignment is subject to approval by ANZ and any requirements and restrictions set out in the relevant Account authority.
- 2) Nominated users appointed by the Account Holder can also be given additional authority by the Account Holder, but such authority cannot supersede the requirements and restrictions set out in the relevant Account authority.
- 3) Where:
 - a) an Authorized User is granted Value Access to the Account Holder's nominated Account on ANZ Online Banking as an Authorized Signatory, he/she must be an Account Signatory for that particular nominated linked Account and will be subject to Authorization requirements as specified in the nominated linked Account and limits (as per clause 1.7) for transactions authorized;
 - b) an Authorized User is able to initiate transactions through ANZ Online Banking, he/she will be subject to limits (as per clause 1.7) for transactions initiated through ANZ Online Banking **1.6.2 User ID and Password for Authorized Users.**

Authorized Users will be issued with their own User ID and temporary Password. When the Authorized User first accesses ANZ Online Banking, the Authorized User must use their User ID and temporary Password and will then be required to accept the ANZ Online Banking Terms and Conditions, change the temporary Password and select a new Password of his/her choice comprised of both alpha and numeric characters with a minimum of 8 and a maximum of 16 characters.

If an Authorized User leaves Your business, the Account Holder is responsible for notifying ANZ of the change.

1.6.3 Responsibility of Authorized Users

The Account Holder is responsible for the operation of the Account Holder's nominated linked Account(s) through ANZ Online Banking by each Authorized User in accordance with the Authorized User's assigned Access Level and any limits pursuant to clause 1.7 which may apply, including proper use and storage of the Authorized User's User ID and Password. ANZ accepts no liability for any errors or losses suffered by the Account Holder if an Authorized User acts outside the Authorized User's assigned Access Level, Function Level, and any limits that may apply on ANZ Online Banking. The Account Holder is also responsible for ensuring that each Authorized User complies with all obligations and responsibilities imposed on the Account Holder and the Authorized User under these Terms and Conditions.



The Account Holder may cancel or change an Authorized User's nomination, including the Authorized User's Access Level and Function Level by completing and submitting an ANZ Online Banking Maintenance form. ANZ may take several ANZ Business Days to process this request.

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

1.7 Limits

Unless specified by the Account Holder beforehand, transaction limits are based upon the funds available in the linked Account at the time the transaction is submitted in Online Banking.

ACH origination transactions are subject to a prescribed limit set by ANZ. Changes or exceptions to this limit must be requested and approved by ANZ prior to submitting a batch. ANZ is not liable for any consequences that result from batches that are rejected due to a transaction going over transaction limits.

To the extent permitted by Law, ANZ may change or impose limits on the amount of funds that will be available through ANZ Online Banking over any specified period of time for transactions. If ANZ exercises this right, ANZ will give You notice in accordance with clause 1.21.

1.8 Instructions Conducted through ANZ Online Banking

1.8.1 Instructions – General

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

- a) Funds Transfer Between Your Accounts;
- b) Local Transfer Request;
- c) International Transfer Request;
- d) Draft Request;
- e) Bill Payments; and
- f) Duplicate Statement Order Request

(collectively referred to as "Instructions").

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

You agree that the effect of Your Instructions, and ANZ's response or notifications that are given through ANZ Online Banking shall have the same effect as if given in writing.

1.8.2 Processing

Subject to clauses 1.8.4 and 1.9, ANZ will generally process a:

- a) Funds Transfer between linked Accounts on the same day the instruction is received by ANZ; or
- b) Local Transfer Requests, International Transfer Requests, and ACH Batch Requests within the processing times, which may be subject to change without notice, in accordance with the requirements stipulated by ANZ.



1.8.4 Additional Requirements

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

1.9 Processing Instructions - General

1.9.1 General

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

- a) all necessary information is not provided;
- b) authorization has not occurred before the cut-off time on the effective date of the request.
- c) Multiple Authorization has not occurred before the cut-off time on the effective date of the request where the Account Holder has elected that processing of transactions shall be subject to Multiple Authorization requirements;
- d) there are insufficient available funds in Your nominated Funding Account; or
- e) 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 Online Banking. ANZ may also delay acting on an Instruction or may ask the Account Holder or an Authorized User for further information before acting on an Instruction. You may view the status of Your Instructions through ANZ Online Banking or by contacting the ANZ Online Banking Support Center.

ANZ is not required to, and does not, check whether the details provided by the Account Holder or an Authorized User on ANZ Online Banking are correct. Any error in entering such details may result in funds being transferred to an incorrect account, an incorrect amount, an incorrect currency, or in the Instruction not being transmitted at all. ANZ is not responsible for any inaccuracy in Instructions given by the Account Holder or an Authorized User nor is liable to the Account Holder or Authorized User for any loss arising from such inaccuracy in Instructions.

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

Unless otherwise noted in clause 1.9.2, any Instruction given by the Account Holder or an Authorized User through ANZ Online Banking cannot be cancelled, altered or changed once ANZ has issued a reference number.

The Account Holder authorizes ANZ to act on and process any Instruction the Account Holder or an Authorized User gives or transmits through ANZ Online Banking using their User ID and Password without ANZ seeking further confirmation from or giving notice to the Account Holder.

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



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

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

1.9.2 Deleting or Skipping Instructions

Where ANZ Online Banking permits You to lodge Future-dated or Recurring Transfer requests or transactions, You may:

- a) delete a Future-dated Transfer; or
- b) delete or skip the next Recurring Transfer;

provided that:

- (i) ANZ has not commenced or processed such instruction; and
- (ii) ANZ receives such instruction to delete or skip the transfer/payment (as the case may be) from the Account Holder or Authorized User who initiated the original Future Dated or Recurring Transfer through ANZ Online Banking before 12.00am (Midnight local time) on the ANZ Business Day prior to the payment date.

1.10 Account Information

Any balance for a nominated linked Account which You obtain through ANZ Online Banking will be the current balance at the time You make the inquiry, and may include un-cleared funds (for example checks that have not been cleared).

When You obtain an Account balance, the maximum amount that You can withdraw from the nominated linked Account will also be displayed, subject to any limits that may apply to ANZ Online Banking. This maximum amount will generally reflect:

- a) any credit limit on the Account;
- b) any funds transferred using ANZ Online Banking on that ANZ Business Day; and
- c) 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 ANZ Savings, Demand Deposit, Certificate of Deposit Account(s), and linked Loan Accounts on ANZ Online 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.

1.11 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 Online Banking. Adding a description to an Account will change the description name of the Account as it appears on ANZ Online 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 Online Banking. Adding a description to an Account on ANZ Online 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 Online Banking only. All deposits that are made to Your Account(s) will be dealt with in the ordinary course of business.

1.12 Cancellation or Suspension of Password, User ID or Electronic Access

ANZ may cancel or suspend any Password, User ID or electronic access without prior notice (unless prohibited by Law) if:

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

1.13 Password and User ID Security

You must keep Your Password and User ID 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 other person see You entering Your Password;
- commit Your Password to memory and not record Your Password anywhere;
- 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 Online Banking.

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



ANZ encourages You to change Your Password on a regular basis. To change Your Password, You can either select Password Change under the Administration menu or contact the ANZ Online Banking Support Center, the contact details for which are set noted at the end of this document.

If Your Password or User ID is compromised, or an unauthorized transaction has occurred on Your linked Account(s) through ANZ Online Banking, You must notify ANZ immediately.

1.14 Unauthorized Transactions

This clause sets out the parties' liability for unauthorized transactions conducted through ANZ Online Banking unless otherwise noted below.

1.14.1 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) are related to faults that occur in the ANZ Online Banking system, unless the faults are obvious or announced by a message or notice on display;
- c) arise from transactions that require the use of any Password that occur before You have received or selected the Password;
- d) result from an unauthorized transaction that occurs after You have notified ANZ that Your User ID has been misused, lost or stolen or that the security of Your Password has been breached;
- e) result from the same transaction being incorrectly debited more than once to the same Account; or
- f) result from an unauthorized transaction if it is clear that You have not contributed to the losses.

1.14.2 When the Account Holder is Liable – Consumers

If the Account Holder is a natural person and the Account is established primarily for personal, family or household purposes, the Account Holder's liability for unauthorized transactions is set out in ANZ Electronic Funds Transfer Disclosure and Agreement.

1.14.3 When the Account Holder is Liable - Others

If the Account Holder is an entity or if the Account Holder is a natural person and the Account is established for business or commercial purposes, the Account Holder is liable for any actual loss of funds or any interception of information through any unauthorized access to the Account Holder's Account(s) if the Account Holder or an Authorized User contributed to the unauthorized access:

- a) through Your fraud or negligence;
- b) by voluntarily disclosing Your Password to anyone including a family member or friend;
- c) by keeping a record of the Password (without making any reasonable attempt to disguise it);
- d) or with the User ID;
- e) on any article carried with the User ID; or
- f) which may be lost or stolen at the same time as the User ID;
- g) by choosing a Password that is easily identified with You, such as Your birth date, car registration, telephone number or Your name;



- h) by using the same Password for other purposes, including ANZ Online Banking;
- i) by otherwise acting with extreme carelessness in failing to protect the security of Your Password, User ID 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, 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, 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 that is more than the applicable daily transaction limit (if any);
- b) that 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 Online Banking; or
- d) resulting from conduct that ANZ expressly authorized You to engage in, or losses incurred as a result of You disclosing, recording or storing a Password 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 authorized by ANZ.

If it is not clear whether You have contributed to the loss caused by an unauthorized transaction and where a Password was required to perform the unauthorized transaction, the Account Holder is liable for the least of:

- a) the actual loss at the time ANZ is notified of the loss, or that the security of the Password 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 unauthorized transaction.

1.15 Equipment Malfunction

ANZ does not represent or guarantee that access to ANZ Online Banking will be uninterrupted. In addition to Scheduled Downtimes notified to You by ANZ from time to time, You acknowledge that ANZ Online 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 Online 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.

1.16 Force Majeure and Schedule Downtimes

ANZ shall not be liable for any loss or damage suffered by You if the loss or damage resulted from a Force Majeure event, including during Schedule Downtimes.

1.17 Security of ANZ Online Banking

ANZ's Endeavors

ANZ will use such measures as it considers reasonable to help ensure the security of ANZ Online Banking. ANZ, or its agents, employs a range of security measures, including firewalls and data encryption (256 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 Online Banking, You consent to the use of the data provided to ANZ for the purpose of providing the ANZ Online 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, the United States, or elsewhere, unless 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 personal computer (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 Authorized User and Operator, to help prevent unauthorized access through ANZ Online 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 Online Banking.

Your acceptance of the Security Procedures.

By accepting these Terms and Conditions You agree that You have made a determination that the security procedures described herein are reasonable and appropriate in consideration of Your anticipated use of ANZ Online 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 American Samoa, the United States of America, or any other country; or
- 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 that ANZ reasonably requires in order to manage money-laundering and terrorism-financing risks, economic and trade sanctions risks, or to comply with any Law of the Territory of American Samoa, the United States of America, or any other country, or to comply with other prohibitions that may be applicable to ANZ with respect to any transaction, and You agree that ANZ may disclose any information concerning You to:

- a) any law enforcement, regulatory agency or court where required by any Law of the Territory of American Samoa, the United States of America, or elsewhere; and
- 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 and Conditions.

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 Territory of American Samoa, the United States of America 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 Online Banking (or revoke the authority of an Authorized User to access the Account Holder's Account(s) using ANZ Online Banking) at any time by giving a written notice to Your ANZ branch or completing the relevant ANZ Online Banking Maintenance form for cancellation and submitting it to Your ANZ branch.

Termination or Suspension of Access

ANZ may terminate Your access to ANZ Online Banking at any time by notifying You in writing (which may include giving notice to You when You log on to use ANZ Online Banking). ANZ may also withdraw or deny access to ANZ Online Banking or any part of it without prior notice to You for reasons of security or quality of the ANZ Online Banking service. ANZ will not do this without good reasons, 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 Online Banking with Your User ID and/or Password;
- 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 reorganization; or
- d) it is required by Law.

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

What happens if Termination or Suspension of Access occurs?

In the event that Your access to ANZ Online Banking is:

- a) terminated, any unprocessed transactions including Future-dated and Recurring Transfers will be cancelled;



- b) suspended, any unprocessed transactions including Future-dated and Recurring Transfers will be processed subject to available funds in Your Funding Account.

1.20 Error or Dispute Resolution

Unless otherwise noted in ANZ's Electronic Funds Transfer Disclosure and Agreement that may apply to You, if the Account Holder is a natural person, You must retain complete records of the completed Instructions conducted through ANZ Online Banking, and maintain the accuracy and integrity of such records. ANZ will keep records conducted through ANZ Online 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 unauthorized transaction, the Account Holder must contact the ANZ Online Banking Support Center or visit the Account Holder's nearest ANZ branch promptly.

To assist ANZ's investigations, the Account Holder must 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 unauthorized 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 describing the steps that will be followed by ANZ to investigate and resolve the dispute.

1.21 Fees and Charges

When You use ANZ Online 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 and Fees and Charges

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

ANZ may vary the Terms and Conditions and fees and charges applicable to ANZ Online 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);
- notice displayed in any of ANZ branches or on ANZ's website; or



- advertisement in major daily or national newspapers or of the territory or jurisdiction in which Your Account(s) is held.

ANZ will mail or deliver a written notice at least 30 days prior of any change in the terms or conditions, if the change results in one of the following:

- Increase in fees or charges
- Increases in liability for the consumer
- Fewer types of available EFT's
- Stricter limitations on the frequency or dollar amounts of transfers

Any continued use of ANZ Online Banking after notice is given shall constitute Your acceptance of the variation in the Terms and Conditions.

1.23 Indemnity

To the extent permitted by Law, the Account Holder agrees 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 Authorized Users:

- 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 laws of the Territory of American Samoa. You and ANZ agree to submit to the non-exclusive jurisdiction of the courts that have jurisdiction under American Samoa Law.

1.25 Notices and Correspondences

Correspondences, notices or other documents related to ANZ Online Banking which ANZ must provide You in writing, ANZ will mail or courier those to the mailing address of the Primary Account nominated by You unless You have entered into a special agreement with ANZ for collection of such documents at Your ANZ branch. You will be deemed to have received such correspondence or notice from ANZ:

- in the case of delivery by US mail or collection from Your ANZ branch, on the thirtieth (30th) ANZ Business Day after mailing or after which the correspondence or notice was made available for collection from Your ANZ branch;
- in the case of courier or messenger service, when receipt or acknowledgment of the correspondence or notice is provided to the courier or messenger service by You.

1.26 Inconsistency

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

1.27 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 to any ANZ affiliates or without Your consent. To facilitate such transfer and/or assignment, ANZ is authorized to disclose any relevant information to such subsidiary 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.

1.28 APS 222 Regulation

ANZ Guam, Inc. is a wholly-owned subsidiary of Australia and New Zealand Banking Group, Ltd. (ANZBGL). ANZ Guam, Inc. is a bank incorporated under the laws of Guam and has been granted a charter by the Guam Banking Board. ANZ Guam, Inc. is a member of, regulated by, and its deposits are insured by, the United States Federal Deposit Insurance Corporation (FDIC). ANZ Guam, Inc. is not an authorized deposit taking institution under the laws of Australia and the obligations of ANZ Guam, Inc. do not represent the deposits and liabilities of ANZBGL and are not guaranteed by ANZBGL.

URLs for ANZ Online Banking and ANZ Online Banking Support Center Contact Details

URL: <http://www.anz.com/americansamoa>

Operating hours 8am to 4:30pm American Samoa Standard Time, Monday to Friday, excluding public holidays

Local number 633-1151 (call rates may apply for cell and payphones)

International callers please dial 1+684-633-1151 (international call rates may apply)