

# ANZ Internet Banking Terms and Conditions

(American Samoa Edition)

Effective September 2009



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# ANZ Internet Banking Terms and Conditions



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## 1.1 Introduction

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, disclosures and agreements applicable to the Account(s) which you have nominated to be linked on ANZ Internet Banking and products or services offered by ANZ where you may initiate and transact through ANZ Internet 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 Internet Banking, or the products and services where you may initiate and transact through 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.

If you have not previously agreed in writing that you have read, understand and agree to be bound by 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 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 the Savings Accounts, Demand Deposit Accounts, Certificate of Deposit Accounts, and Loan Accounts as defined in clause 1.5.1, 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 authorized to operate the Account Holder’s Account(s) with ANZ under the relevant Account authority.

**ANZ** means Amerika Samoa Bank and its successor 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 Internet Banking** means banking services in respect of Account(s) provided by ANZ via the Internet and accessible at <http://www.anz.com/americansamoa>

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

**Billers** means an organization in American Samoa who have registered with ANZ to receive payments from ANZ customers via ANZ channels.

**Bill Payments** means the function available through ANZ Internet Banking through which you may lodge instructions to ANZ to make an Immediate or Future-dated Transfer in local currency from your eligible nominated linked Account(s) opened and held with ANZ to your nominated Biller.

**Draft Request** means the function available through ANZ Internet Banking through which you may lodge instructions to ANZ to prepare a cashier’s check if denominated in United States dollar, 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 Internet 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 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 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.

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**Future-dated Transfer** means an instruction lodged by you to ANZ through ANZ Internet 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 (up to sixty (60) days in advance).

**Immediate Transfer** means an instruction lodged by you to ANZ through ANZ Internet 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 Internet 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, 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 through which you may lodge instructions to ANZ to make Immediate, Future-dated and Recurring Transfer of funds in local currency from eligible nominated linked Account(s) to third parties' account(s) held at local licensed financial institutions in the same jurisdiction, which will accept such inter-bank transfers.

**Multiple Authorization** means a process whereby a payment transaction submitted through ANZ Internet 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, it 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 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.

**Payroll Payments** means the function available through ANZ Internet Banking, if you are an entity, through which you may lodge payroll payments to payee's bank accounts from your nominated linked Account(s) for processing by ANZ.

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

**Recurring Transfer** means an instruction lodged by you to ANZ through ANZ Internet 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 Internet Banking transactions that you may initiate on your nominated linked Account(s).

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

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

**User ID** is the eight digit number issued by ANZ to you, 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 Authorized User has been authorized by the Account Holder to operate on the Account Holder's nominated linked Account(s) through ANZ Internet 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).

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## 1.3 Condition Precedent

Your registration and utilization of ANZ Internet 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 Internet 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 Internet Banking:
  - (i) the ACH Origination Agreement to initiate Payroll Payments on ANZ Internet 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 Internet Banking.

## 1.4 Initial Access to ANZ Internet Banking

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

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.

## 1.5 Nominated Accounts

### 1.5.1. General

ANZ Internet Banking is only available on Accounts which are eligible to be linked and which you have nominated for them to be linked on ANZ Internet Banking.

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

- (a) ANZ Savings Accounts and ANZ Loan Accounts where you may only transfer funds into those Accounts only on ANZ Internet Banking;
- (b) ANZ Demand Deposit Accounts where you may transfer funds into and out of those Accounts on ANZ Internet 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 Internet 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 Account, ANZ Business Investment Accounts, ANZ Fast Saver Accounts or any other ANZ Account which ANZ may advise from time to time as being a Savings Account;
- (b) ANZ Demand Deposit Account means 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 advise from time to time as being a Demand Deposit Account;
- (c) ANZ Loan Account means 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 advise from time to time as being a Loan Account; and
- (d) ANZ Certificate of Deposit Account and any other ANZ Account which ANZ may advise 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 Internet Banking on a nominated linked Account. For instance, ANZ may limit the amount of any type of transaction on a nominated linked Account.

You must also nominate one (1) of the nominated Account(s) linked on ANZ Internet Banking as the Prime Account.

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## 1.5.2. Joint Personal Accounts

Where the Account Holder is a natural person, 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.

## 1.6 Authorized User(s)

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

All Authorized Users nominated as an Authorized Signatory and a Business Administrator must comply with the Law 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 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 Authorized user as an Authorized Signatory, Business Administrator or Business Operator (the "Function Levels"), and subject to the Access Levels assigned to the Authorized User for the particular nominated linked Account in accordance with clause 1.6.1(1), these Authorized Users will be able to perform the following functions through ANZ Internet Banking:
  - (a) **Authorized Signatory (Level 1):** can view, initiate and authorize transactions through ANZ Internet Banking;
  - (b) **Authorized Signatory (Level 2):** can view and authorize transactions through ANZ Internet Banking;
  - (c) **Business Administrator (Level 1):** can set up Business Operators, view, initiate and authorize 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:
  - (a) an Authorized User is granted Value Access to the Account Holder's nominated Account on ANZ Internet Banking such as an Authorized Signatory and Business Administrator Level 1, he/she must be an Account Signatory for that particular nominated linked Account and will be subject to Multiple Authorization requirements and limits (as per clause 1.7) for transactions authorized;
  - (b) an Authorized User is able to initiate transactions through ANZ Internet Banking, such as Business Administrators Level 2 and 3 and Business Operators, he/she will be subject to limits (as per clause 1.7) for transactions initiated; through ANZ Internet Banking.
- (5) For the avoidance of any doubt, except for the Multiple Authorization requirements which apply, the Access Level, the Function Level, and any limits pursuant to clause 1.7 that apply for transactions initiated and/or authorized by an Authorized User through ANZ Internet Banking is applicable for the Authorized 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.

### 1.6.2 User ID, Password and Security Device for Authorized Users

Authorized Users will be issued with their own User ID, temporary Password and Security Device. When the Authorized User first accesses ANZ Internet Banking, the Authorized User must use their User ID, temporary Password and Security Device Code 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 with a minimum of 8 and a maximum of 16 characters long.

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

## 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 Internet Banking by each Authorized User in accordance with the Authorized User's assigned Access Level, Function Level, Multiple Authorization requirements and any limits pursuant to clause 1.7 which may apply, including proper use and storage of the Authorized User's User ID, Password and Security Device. 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, Multiple Authorization requirements and any limits that may apply on ANZ Internet 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 Internet Banking Maintenance form. ANZ may take several ANZ Business Days to process this request. If an Authorized 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, 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 Internet 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 the Account Holder has made subsequent arrangements with ANZ for an increased or decreased limit, all transactions conducted through ANZ Internet Banking are 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, Payroll Payments, and Bill Payments. The Daily Limit is applicable for all Account Holders (natural persons 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, Payroll Payments, and Bill Payments and is only applicable if the Account Holder registered for ANZ Internet Banking is an entity; and
- (c) an Authorization Limit being the maximum limit that an Authorized User may authorize per transaction on nominated linked Account(s) 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 under each Account authority held by ANZ.

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. If ANZ exercises this right, ANZ will give you notice in accordance with clause 1.23.

## 1.8 Instructions conducted through ANZ Internet 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 Internet Banking will allow you to conduct a:

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

(collectively referred to as "Instructions")

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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 restriction and requirement.

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.

## 1.8.2 Processing

Subject to clauses 1.8.3, 1.8.4 and 1.9, ANZ will generally process a:

- (a) Funds Transfer between My Account and Bill Payments instructions on the same day the instruction is received by ANZ; or
- (b) Local Transfer Request, International Transfer Request, Draft Request, Payroll Payments, and Duplicate Statement Order Request within the processing times, which may be subject to change without notice, and in accordance with the requirements;

stipulated by ANZ.

## 1.8.3 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. 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.

## 1.8.4 Additional Requirements

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

## 1.8.5 Transaction Reference

ANZ will issue a transaction reference to you or an Authorized User (as the case may be) upon receipt of a Funds Transfer Between My Accounts instruction, Local Transfer Request, International Transfer Request, Draft Request, Bill Payments, Payroll Payments, and Duplicate Statement Order Request on ANZ Internet Banking.

## 1.9 Processing Instructions - General

### 1.9.1 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) authorization has not occurred within twenty eight (28) days when the instruction was first initiated through ANZ Internet Banking;
- (c) multiple authorization has not occurred where the Account Holder has elected for processing of transactions to 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 Internet 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 Internet Banking or by contacting the ANZ Internet Banking Support Centre.



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ANZ is not required to, and does not, check that the details provided by the Account Holder or an Authorized 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 Authorized 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.

Unless otherwise noted in clause 1.9.2, any Instruction given by the Account Holder or an Authorized User through ANZ Internet 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 give or transmit through ANZ Internet Banking using their User ID, Password and Security Device Code without ANZ further seeking confirmation from or giving notice to the Account Holder.

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

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

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

## 1.9.2 Deleting or Skipping Instructions

Where ANZ Internet 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 Internet 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 Internet Banking will be the current balance as at the time you make the enquiry, and may include un-cleared funds (for example checks which have not been cleared).

When you obtain an account balance, the maximum amount which you can withdraw from the nominated linked Account will also be displayed, subject to any limits which may apply on ANZ Internet Banking. 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; 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 and Certificate of Deposit Account(s) (up to the last 365 days), and the last 20 transactions conducted on your nominated linked Loan Accounts, 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.

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## 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 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.

## 1.12 Maintain Employee Payroll

ANZ Internet Banking allows the following listed Authorized Users to use the Maintain Employee Payroll function to maintain one list of employees for which Payroll Payments may be initiated through ANZ Internet Banking:

- a. Authorized Signatory - (Level 1)
- b. Business Administrator (Level 1 & 2)
- c. Business Operator

The list of employees is viewable by all Authorized Users who may initiate Payroll Payments through ANZ Internet Banking.

## 1.13 Security Device Validity

Your Security Device 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 Authorized 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 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.

## 1.14 Cancellation or Suspension of Security Device, Password, User ID 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 Authorized Users of being fraudulent or engaging in inappropriate behavior;
  - ANZ believes that use of the Account Holder or Authorized 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 Authorized 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.

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## 1.15 Password, User ID and Security Device Security

You must keep your Password, User ID, 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 other person to see you entering your Password or Security Device Code;
- not allow any person access to your Security Device or any 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;
- 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 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.

If your Password, User ID, Security Device or Security Device Code is lost or stolen or an unauthorized transaction has occurred on your linked Account(s) through ANZ Internet Banking, you must notify ANZ immediately.

## 1.16 Unauthorized Transactions

This clause 1.16 set out the parties' liability for unauthorized transactions conducted through ANZ Internet Banking unless otherwise noted below.

### 1.16.1 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 Device (including a reissued Password or Security Device Code);
- (d) result from an unauthorized transaction that occurs after you have notified ANZ that your Security Device has been misused, lost or stolen or that the security of your Password, Security Device or 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 unauthorized transaction if it is clear that you have not contributed to the losses.

### 1.16.2 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.

### 1.16.3 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:

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- (a) through your fraud or negligence;
- (b) by voluntarily disclosing your Password or Security Device Code 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);
- (d) on the Security Device or with the User ID;
- (e) on any article carried with the Security Device or with the User ID; or
- (f) which may be lost or stolen at the same time as the Security Device or 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 Internet Banking;
- (i) 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, 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 authorized 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 authorized by ANZ.

If it is not clear whether you have contributed to the loss caused by an unauthorized transaction and where a Password or Security Device Code 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, theft or unauthorized 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 unauthorized transaction.

## 1.17 Equipment Malfunction

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

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## 1.18 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.

## 1.19 Security of ANZ Internet Banking

### ANZ's Endeavors

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 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 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.

### 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 Internet Banking.**

## 1.20 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;
- (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, terrorism-financing risk and economic and trade sanctions risk or to comply with any Law 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 such Law of American Samoa, the United States of America 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 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 American Samoa, the United States of America or any other jurisdiction.

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## 1.21 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 Authorized 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 Maintenance 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 reorganization; 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.

### What happens if Termination or Suspension of Access occurs?

In the event that your access to ANZ Internet 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.

## 1.22 Error or Dispute Resolution

Unless otherwise noted in ANZ's Electronic Funds Transfer Disclosure and Agreement which may apply to you if the Account Holder is a natural person, 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 unauthorized 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 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 setting out the steps that will be followed by ANZ to investigate and resolve the dispute.

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## 1.23 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.

## 1.24 Variation of these Terms and Conditions and 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);
- 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.

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 by you shall constitute your acceptance of the variation.

## 1.25 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, 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.

## 1.26 Governing Law

These Terms and Conditions are governed by and shall be construed in accordance with the Law in force in the Territory of American Samoa. You and ANZ agree to submit to the non-exclusive jurisdiction of the courts that have jurisdiction under that Law.

## 1.27 Notices and Correspondences

Correspondences, notices or other documents related to ANZ Internet Banking which ANZ must inform you in writing, ANZ will post or courier them to the mailing address of the Prime Account nominated by you unless you have entered into a special agreement with ANZ for collection at your ANZ branch. You will be deemed to receive such correspondence or notice from ANZ:

- in the case of delivery by post or collection from your ANZ branch, on the thirtieth (30th) ANZ Business Day after posting 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 of acknowledgment of the correspondence or notice is provided to the courier or messenger service by you.

## 1.28 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.

## 1.29 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 authorized 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.

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## URLs for ANZ Internet Banking and ANZ Internet Banking Support Centre 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).