

# ANZ FastPay App Terms and Conditions and Licence Agreement.

## 1. Introduction

ANZ FastPay is an application that allows ANZ merchants to accept certain card transactions for the payment of goods or services using an iPhone or iPad. This application is only available via the Apple App Store.

To use ANZ FastPay you must:

- be an ANZ Merchant customer and open an ANZ business account (or be nominated by the Merchant and authorised by ANZ as an Additional User to use ANZ FastPay in accordance with the Merchant Agreement);
- as an ANZ Merchant, enter into a Merchant Agreement with ANZ comprising of:
  - A letter of offer;
  - ANZ FastPay General Conditions;
  - These ANZ FastPay Terms and Conditions and License Agreement (**Terms and Conditions**);
  - ANZ FastPay Operating Guide; and
  - Any special conditions set out in the letter of offer or otherwise agreed in writing between ANZ and the Merchant
- download the ANZ FastPay App to a 3GS iPhone, or an iPad with iOS version 4.0 or later software, that is enabled for cellular or wireless internet connection or an equivalent device (**Electronic Device**).

## 2. Legal Terms

These Terms and Conditions are binding on the Merchant and the Additional User. All liability under these Terms and Conditions is joint and several.

It is important that you read and understand these Terms and Conditions before downloading ANZ FastPay. By downloading ANZ FastPay you acknowledge and accept these Terms and Conditions and agree to receive these Terms and Conditions and any amendments to them electronically via the App Store or your Electronic device. You acknowledge that ANZ will not send you a paper copy.

## 3. Fees and charges

You will not incur any ANZ fee solely for downloading ANZ FastPay. You may incur charges from your mobile service provider for downloading and using ANZ FastPay. Any such charges are your sole responsibility and any matters regarding these charges should be raised with your mobile service provider.

The Merchant will be liable for all Merchant fees and charges set out in the ANZ FastPay letter of offer.

#### **4. User name, Password and PIN**

The Merchant will be issued with a client ID and user name in an email and sent an SMS containing a password to activate ANZ FastPay. You must not disclose these details to anyone and keep them secure.

When you log onto ANZ FastPay for the first time, you will be prompted to change your password to a 4 digit PIN. You agree that you will not:

- disclose this PIN to any other person (including an Additional User as referred to below); or
- allow any other person to see you entering your user name or PIN; or
- record your user name or PIN in writing.

ANZ may suspend any user name or PIN at any time.

#### **5. Additional users**

You are an Additional User if the Merchant has requested, and ANZ has authorised, your use of ANZ FastPay. Additional Users will only be given limited access to ANZ FastPay.

The Merchant will be provided with a user name and password for each Additional User. The Merchant will obtain a separate user name and password for each Additional User. The Additional User agrees not to share any user name or password with any other person or Additional User.

Merchants can cancel the access of an Additional Users by calling ANZ on 1800 039 025. ANZ may require written confirmation.

The Merchant must ensure that all Additional Users strictly comply with these Terms.

#### **6. Breach of, Password, PIN or user name**

You must immediately report to ANZ if you become aware or suspect that your password, PIN or user name is compromised, disclosed, used without your authority or is lost and immediately cease using your user name and PIN to access ANZ FastPay.

You can report this to ANZ by calling 1800 039 025 or by notifying someone at an ANZ branch. ANZ may suspend your access and issue you with a new user name or PIN.

#### **7. Suspension or Termination of Use**

ANZ may suspend or terminate your use of ANZ FastPay, or withdraw all access to ANZ FastPay, at any time in accordance with the terms of the Merchant Agreement.

## **8. Usage issues**

For security reasons:

- you will need to request from ANZ additional usernames and passwords if you wish to use ANZ FastPay on multiple Electronic Devices.
- your session on an Electronic Device will expire after a certain time of inactivity and you will be logged out.

## **9. Your Obligations**

You agree:

- not to leave your Electronic Device unattended and left logged into ANZ FastPay.
- to lock your Electronic Device or take other steps necessary to stop unauthorised use of ANZ FastPay.
- not to use ANZ FastPay for any purpose other than to accept legitimate card transactions with the cardholder present.
- not to act fraudulently or maliciously in relation to the ANZ FastPay application or software. As examples, you will not copy, modify, adversely effect, reverse engineer, hack into or insert malicious code into the ANZ FastPay application or software.
- only to install approved applications on your Electronic Device, and you agree that you will not override the software lockdown on your Electronic Device (i.e. jailbreak your Electronic Device).
- you must not submit for processing card transactions aggregated across the Merchant and Additional Users which exceed the Merchant's weekly transaction limit (if any).
- in the case of the Merchant, to comply with all terms of the Merchant Agreement.

You also agree you will:

- only process legitimate card transactions.
- not use ANZ FastPay in a fraudulent manner.

You must download a new version of ANZ FastPay from the Apple App Store when notified to do so. You must then cease to use the old version of ANZ FastPay.

You also agree that you are solely responsible for your own Electronic Device's anti-virus and security issues and those of any Additional User to prevent unauthorised access to ANZ FastPay.

## **10. Liability and Indemnity**

Your liability in connection with ANZ FastPay is set out in these Terms and in the case of the Merchant, is also set out under the merchant agreement.

ANZ is not liable for any loss or damage that a Merchant or an Additional User may suffer as a result of any unauthorised person accessing and using ANZ FastPay on the Merchant or Additional User's Electronic Device.

To the extent permitted by law, ANZ will not be liable for any direct or indirect loss or damage:

- to your Electronic Device or other applications on your Electronic Device resulting from your access or use, or your attempted access or use, of ANZ FastPay except to the extent such loss or damage attributable to the negligence or wilful default of ANZ,
- as a result of reduced level of service caused by any third party (including without limitation your mobile phone service provider),
- caused by any other inability of your Electronic Device to access or use ANZ FastPay, or
- caused by any malfunction or inoperation of ANZ FastPay,

and you should satisfy yourself as to these matters before attempting to access or use ANZ FastPay.

To the extent permitted by law, ANZ will not be liable for any direct or indirect loss or damage that may arise from your use of ANZ FastPay, including without limitation, loss or damage arising:

- from any security breach, including disclosure of your PIN or user name,
- if you have acted fraudulently (either alone or together with any other person),
- if you have installed applications on your Electronic Device other than those available from the Apple App Store,
- if you have caused or contributed to that loss, for example, by failing to comply with any of these Terms and Conditions; or

as a result of a reduced level of service caused by any third party. The use of ANZ FastPay is subject to the reliability and availability of third party service providers, including software providers and network service providers.

You acknowledge that any unauthorised reproduction by you of any proprietary information provided in ANZ FastPay may result in legal action being taken.

## **11. Changes to ANZ FastPay and the ANZ FastPay Terms and Conditions**

ANZ may alter the functionality available in ANZ FastPay at any time.

ANZ can change these Terms at any time by giving you notice no later than the day on which the change is due to take effect. ANZ will notify you of the above changes by:

- posting information on [www.anz.com](http://www.anz.com) under the Small Business tab and displayed in the Merchant Services section of the website; or
- written or electronic notice to you (including via your Electronic Device).

Notice provided on [www.anz.com](http://www.anz.com) will be taken to have been received on the third day after the posting of the notice on that website.

## **12. Other matters**

You acknowledge that these Terms and Conditions are between ANZ and you, and not Apple Inc ("Apple"). You are given a non-transferable licence to use ANZ FastPay on your Electronic Device in accordance with these Terms and the Apple Usage Rules in the Apple Store Terms of Service.

Subject to these Terms and Conditions, ANZ is solely responsible for ANZ FastPay, and Apple Inc is not responsible for ANZ FastPay in any way. To the maximum extent permitted by law, Apple has no warranty obligations whatsoever with respect to ANZ FastPay. You agree that ANZ, and not Apple, is responsible for:

- addressing any claims by you or a third party in relation to ANZ FastPay, including but not limited to product liability claims, claims that ANZ FastPay fails to conform to legal or regulatory requirements or consumer protection claims;
- investigating any claim that ANZ FastPay breaches third party intellectual property rights, and for defending, settling or discharging such claim;
- maintenance and support services for ANZ FastPay.

ANZ does not admit any liability in respect of these issues.

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

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

You agree that Apple and its subsidiaries are third party beneficiaries of these Terms and Conditions and that Apple has the right to (and will be deemed to have accepted the right) to enforce these Terms and Conditions against you as a third party beneficiary.

Apple, iPhone and iPad are trademarks of Apple Inc. App Store is a service mark of Apple Inc. ANZ FastPay is a trademark of ANZ. © Copyright Australia and New Zealand Banking Group Limited ABN 11 005 357 522, 2012.