

ANZ Pacific App Terms and Conditions

(Cook Islands, Fiji, Papua New Guinea, Samoa, Solomon Islands, Tonga, Vanuatu and Timor-Leste Edition)



Effective 18 December 2017

These ANZ Pacific App Terms and Conditions ("**Supplementary Terms and Conditions**") together with the ANZ Internet Banking Terms and Conditions (Cook Islands, Fiji, Papua New Guinea, Samoa, Solomon Islands, Tonga, Vanuatu and Timor-Leste) ("**Internet Banking Terms and Conditions**") as updated from time to time (together the "**Terms and Conditions**"), apply where ANZ provides you with the ANZ Pacific Mobile Banking App called the ANZ Pacific App. ANZ requires you to be registered with ANZ for Internet Banking to use the ANZ Pacific App.

It is important that you read the Terms and Conditions before you use the ANZ Pacific App. By clicking on the "Accept" button when you download the ANZ Pacific App you agree that the Terms and Conditions apply to you and that you'll comply with them.

Unless defined in these Supplementary Terms and Conditions, capitalised terms used in these Supplementary Terms and Conditions have the meanings given to them in the Internet Banking Terms and Conditions.

Unless otherwise specified, if there is an inconsistency between these Supplementary Terms and Conditions and the Internet Banking Terms and Conditions, these Supplementary Terms and Conditions will prevail for all transactions using the ANZ Pacific App.

Other terms and conditions will also apply to your use of our services such as specific account and transaction terms and conditions. If a particular term in those other terms and conditions is not consistent with a term in these Supplementary Terms and Conditions, these Supplementary Terms and Conditions will apply for any transactions using the ANZ Pacific App. The ANZ Pacific App is an 'electronic banking service' as referred to in the Internet Banking Terms and Conditions.

1. A glossary of the terms we use

ANZ Pacific App

ANZ Pacific App means our Mobile Banking App for iOS and Android devices which run a minimum operating system as set out in these Supplementary Terms and Conditions.

Cleared funds

Cleared funds are funds in your Account, available for you to use, and which won't be reversed or dishonoured, unless the transaction is considered to be fraudulent.

Customer number

Customer number is the number we give you to identify you and your accounts held with us.

Electronic payments

Electronic payments are payments you make using the ANZ Pacific App, Internet Banking or other payments we make for you electronically, including standing orders, bill payments, tax payments, and funds transfers.

Internet Banking

Internet Banking means ANZ Internet Banking, our service that lets you do things like check your account balances and make electronic payments, using a computer or other device connected to the internet.

Mobile device

Mobile device is a mobile phone or other mobile telecommunication device that allows you to communicate with us through an internet connection.

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PIN

PIN is a 4 digit number that you choose and then use to access the ANZ Pacific App, and is a 'security feature' as referred to in the Internet Banking Terms and Conditions.

Responsibility or responsible

Responsibility or responsible means each of the following:

- the responsibility or liability someone has for debts they owe, or someone else owes.
- the responsibility or liability for someone else's losses or costs.
- the responsibility someone has to do something, or not do something.

Uncleared funds

Uncleared funds are funds in your Account we may allow you to use, but which could be dishonoured, for any reason. For example, if a person who has deposited money into your Account doesn't have enough money in their account to make that deposit, and their bank dishonours their payment to you. The money is then taken back out of your Account.

We, us, and our

We, us, and our means ANZ (as defined in Internet Banking Terms and Conditions) and any companies owned by, or related to, us.

You

You means the person we've provided any Accounts, products, or services to.

If more than one person:

- 'you' means each person individually, and any two or more of those people.
- each person must comply with the Terms and Conditions.
- each person must pay any amounts we're owed, by themselves or with the others who are responsible for those amounts.

2. General information about these conditions, and the services we provide you

We can change these conditions

We can change or upgrade the ANZ Pacific App. We can also change the Terms and Conditions or our fees at any time using one of the ways set out in clause 23 of the Internet Banking Terms and Conditions. The Supplementary Terms and Conditions may be varied by agreement between ANZ and you.

When terms in these conditions may be invalid

If a court in the relevant jurisdiction decides that any of the terms in these Supplementary Terms and Conditions are unlawful, we will remove the term(s) in question and the remaining terms will be enforceable.

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3. How you use ANZ's Mobile Banking App

Your eligibility to register for the ANZ Pacific App

To register for the ANZ Pacific App, you must:

- be at least 18 years old (unless we agree otherwise);
- be an ANZ customer with an Account in Cook Islands, Fiji, Papua New Guinea, Samoa, Solomon Islands, Tonga, Vanuatu or Timor-Leste;
- be registered for Internet Banking (and have a valid Internet Banking Password and customer number);
- have a mobile device that is enabled for cellular or wireless internet connection, running a minimum operating system version of iOS 5.0 (Apple devices) or Android 5.0 (also called Lollipop); and
- be authorised to use and incur charges on your mobile device account in relation to the ANZ Pacific App.

How to register and access your accounts on the ANZ Pacific App

You can register for the ANZ Pacific App by downloading it from the Apple App Store (for iOS) or the Google Play Store (for Android), setting up a four digit PIN and entering your activation code when you receive it from us. You can use either your ANZ Pacific App PIN or your Internet Banking logon details to access the ANZ Pacific App.

Your access to accounts and availability of the ANZ Pacific App

We can limit the type of Accounts you can access. We can also set transaction limits on any payment you make from a particular Account. Contact us if you would like to discuss changing these limits.

As we rely on third parties to make the ANZ Pacific App available (like software providers, network service providers, and internet service providers) there may be times when access to the ANZ Pacific App is limited or unavailable.

We may suspend or terminate your use of the ANZ Pacific App (including any features within the ANZ Pacific App) without telling you at any time.

You can stop using the ANZ Pacific App at any time by letting us know you no longer wish to use the service.

You may be unable to use the ANZ Pacific App if your mobile device hasn't recently been connected to the internet.

How we act on instructions

You accept that our authority to process instructions on your Accounts comes from the use of your PIN to log-on to the ANZ Pacific App. You agree that we have that authority whether or not you have actually given authority for the instruction. You agree that we may do any of the following things:

- Act on an instruction received through the ANZ Pacific App without checking your identity.
- Delay acting on an instruction received through the ANZ Pacific App.
- Ask you for more information before acting on an instruction.

You agree that you will only use the ANZ Pacific App to carry out your banking transactions and enquiries available through the ANZ Pacific App.

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How you can help stop unauthorised access to your Accounts through the ANZ Pacific App.

You must call us immediately on +679 3316644 (Fiji customers only may call 132 411), email us at ebusfj@anz.com, or visit us at your ANZ branch if:

- your mobile device or the SIM card for your mobile device is lost or stolen; or
- you suspect a security breach of your mobile device. This includes if the mobile service on your mobile device is suddenly disconnected without your permission.

To help prevent unauthorised access to your Account(s), you must follow our advice about processes and safeguards when using the ANZ Pacific App. You must also protect your mobile device.

Don't let unauthorised people or systems access your information

You need to protect the security of your mobile device:

- By taking all reasonable steps to prevent unauthorised use of your mobile device such as keeping your mobile device secure and not leaving it unattended, locking your mobile device when it's not in use, and not leaving your mobile device logged on to our electronic banking services.
- Notify us immediately if:
 - either your mobile device or its SIM card is lost or stolen;
 - someone might know your password or PIN or other security feature; or
 - you think someone has accessed your information and Accounts without your authority.

You need to protect the security of your information:

- Don't let anyone see you enter your customer number, Password or PIN or any information about your Accounts.
- Don't change your security details in a public place.
- Keep information we send you private.
- Ensure the operating system on your mobile device is regularly updated.
- Don't let anyone else access your Accounts through the ANZ Pacific App.
- Don't let anyone else register for the ANZ Pacific App using your customer number and Password.

Make sure you can trust the mobile device you use and the links you follow

You need to:

- Only install applications on your mobile device from either the Apple App Store or the Google Play Store.
- Only use the ANZ Pacific App to carry out your banking.
- Don't do anything fraudulent or malicious to the ANZ Pacific App application or software (for example, don't copy, modify, adversely affect, reverse engineer, hack into or insert malicious codes into the ANZ Pacific App or software).
- Don't override the software lockdown on your mobile device.
- Don't enable or allow jailbreaking (for iPhone) or rooting (for Android) on your mobile device.
- Avoid public Wi-Fi hotspots that are unsecured and don't require a password.

Data collection in the ANZ Pacific App

By using the ANZ Pacific App, you agree that we may collect and store your customer number, activity within the ANZ Pacific App, and information relating to your mobile device. This includes your ANZ Pacific App version, device type and model, operating system, IP address and security information related to your mobile device.

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We use your customer number to identify you so that we can communicate with you on a very limited basis (such as displaying credit limit increase options that you're eligible for, or advising you of a compatibility issue). We use the information about your mobile device and activity within the ANZ Pacific App for security purposes, to monitor and manage compatibility issues or required upgrades, to track and monitor mobile device usage, for customer support and to further develop the ANZ Pacific App.

We can also use any personal information we collect through the ANZ Pacific App in accordance with clause 26 of the Internet Banking Terms and Conditions.

You may be charged fees for using the ANZ Pacific App

You may incur charges from your mobile service provider for downloading, updating and using the ANZ Pacific App. Your mobile service provider may charge additional fees to access the internet on your mobile device overseas. You're responsible for any fees your mobile service provider charges you. If you have any concerns about a fee you've been charged by your mobile service provider, you should speak with them directly.

How the Apple Inc. software licence applies to your use of the ANZ Pacific App (for iPhone users)

You acknowledge that the Terms and Conditions are between us and you, and not Apple Inc.. You are given a non-transferable licence to use the ANZ Pacific App on your mobile device in accordance with the Terms and Conditions and the Apple Usage Rules in the Apple Store Terms of Service.

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

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

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 the ANZ Pacific App.

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

iPhone, iPad and Apple Watch are trademarks of Apple Inc., registered in the U.S. and other countries. Apple Pay is a trademark of Apple Inc.. The App Store is a service mark of Apple Inc..

How the Google Inc. software licence applies to your use of the ANZ Pacific App (for Android users)

You acknowledge that these Terms and Conditions are between us and you, and not Google Inc.. You are given a non-transferable licence to use the ANZ Pacific App on your mobile device in accordance with these Terms and Conditions, subject to the terms of service and policies applicable to your use of Google Play.

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

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

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4. Electronic payments and other features within the ANZ Pacific App

Enquiries

Account detail information fields that are blank indicate that the information is either Not Applicable (NA) or Not Available (N/A) for the Account shown.

The Balance amount may include uncleared funds.

The Consolidated Balance figures are intended as a guide only, based on indicative foreign exchange rates, and may vary from time to time.

Internet Banking transactions between your linked Accounts will be reflected in the balance of your Account immediately. Other transactions will be reflected when the transaction is processed and subject to local cut-off times of the jurisdictions where the "From Account" is held.

If you notice any error or discrepancy, please contact your ANZ branch.

Transfers between own accounts/another ANZ account

It is your responsibility to ensure that the details provided by you are correct or your transfer may be unsuccessful or may be paid to an unintended account or for an incorrect amount. ANZ does not check that the details provided by you are correct.

When you select 'Daily' as the frequency for a recurring transfer, the funds will be transferred on each calendar day and not on each weekday or ANZ Business Day; in other words, seven transactions per week, not five.

Except, for Future-dated Transfers or Recurring Transfers which are outlined below, you cannot change or delete a transaction once we have issued a Transaction Number for the transaction submitted through the ANZ Pacific App.

Provided that we have not commenced or processed the transaction, you may delete a Future-dated Transfer or, delete or skip the next Recurring Transfer transaction, by lodging a request with us. The request must be lodged through the ANZ Pacific App by the person who initiated the original transaction before 12:00am (midnight local time) on the ANZ Business Day prior to the payment date.

If there are insufficient available funds in your Account at the time of processing, this transaction may not proceed.

Fees and Charges may apply for transactions conducted through the ANZ Pacific App.

Immediate Transfers between your Accounts will be reflected in the balance of your Account immediately. Other transaction requests will be reflected when the transaction is processed and subject to local cut off times of the jurisdiction where the "From Account" is held.

Information fields that are blank indicate that the information is either Not Applicable (NA) or Not Available (N/A) for the Account shown.

The Available Balance amount may include uncleared funds.

If you notice any error or discrepancy, please contact your ANZ branch.

Important: Where business account transactions are available on the ANZ Pacific App, and there are business account transactions awaiting authorization, the transactions will be automatically declined after 28 calendar days and the transaction removed from the queue.

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Bill Payment

In processing Bill Payments, we do not check that the details, including the selection of Biller or the Customer Reference number details provided by you are correct.

Allow three Business Days for the Biller to receive Notification and update their records.

For Immediate Bill Payments you cannot change or delete such transactions once we have issued a transaction number for transactions submitted through the ANZ Pacific App.

You may delete a future-dated Payment provided it is submitted prior to 12:00am midnight local time (in the country where your Account is held) on the day prior to the Bill Payment date.

If there are insufficient available funds in your Account at the time of processing, this Bill Payment may not proceed.

Fees and charges may apply for transactions conducted through the ANZ Pacific App.

Transfer to another local bank (non ANZ)

We may require additional supporting information or confirmation of details for a transfer of money to another local bank.

It is your responsibility to ensure that the details provided by you are correct otherwise your transfer may be unsuccessful or may be paid to an unintended account or for an incorrect amount. We do not check that the details provided by you are correct.

When you select 'Daily' as the frequency for a Recurring Transfer, the funds will be transferred on each calendar day and not on each weekday or ANZ Business Day, in other words: seven transactions per week, not five.

Except, for Future-dated Transfers or Recurring Transfers which are outlined below, you cannot change or delete a transaction once we have issued a Transaction Number for the transaction submitted through the ANZ Pacific App.

Other Bank Transfers which are submitted before 2.00pm (Fiji Time) on an ANZ Business Day will be processed by ANZ on the same day. However if they are submitted after 2.00pm or a non-ANZ Business Day they will be processed by ANZ on the next ANZ Business Day.

The processing times may be subject to change without notice. Other transaction requests will be reflected when the transaction is processed and subject to local cut-off times of the jurisdiction where the "From Account" is held.

When the beneficiary's account will be credited will depend on the policy and systems of the beneficiary's bank.

Provided that ANZ has not commenced or processed the transaction, you may delete a Future-dated Transfer or delete or skip the next Recurring Transfer transaction by lodging a request to ANZ. The request must be lodged through the ANZ Pacific App by the person who initiated the original transaction before 12.00am (Midnight Fiji Time) on the ANZ Business Day prior to the payment date.

Rates displayed are current as at the date shown and are subject to change by us without notice. These rates are indicative and intended only as a guide.

While every effort is made to ensure the information is accurate, you should confirm the latest rates with us prior to making decisions or initiating any transactions. For a rate request or to obtain current rate information, please contact your ANZ branch.

By submitting a Local Transfer Request through the ANZ Pacific App, you acknowledge and agree to be bound to the specific terms and conditions governing local transfers. If you wish to obtain a set of these terms and conditions, please contact your ANZ branch.

Important: Where business account transactions are available on the ANZ Pacific App, and there are business account transactions awaiting authorization, note that the transaction will be automatically declined after 28 calendar days.

If there are insufficient funds in your Account at the time of processing, a Local Transfer Request may not proceed.

Fees and charges may apply for transactions conducted through the ANZ Pacific App.

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Credit card information in the ANZ Pacific App

Credit card information fields that are blank indicate that the information is either Not Applicable (NA) or Not Available (N/A) for the account shown.

If you notice any error or discrepancy, please contact your ANZ branch.

My profile information in the ANZ Pacific App

It is your responsibility to ensure the details you provide are correct.

If you notice any error or discrepancy, please contact us.

5. Content of ANZ Pacific App

By using the ANZ Pacific App:

- you acknowledge that our electronic banking services contain proprietary content, information and material owned by ANZ and its licensors, which is protected by applicable intellectual property and other laws; and
- you agree that you will not make any unauthorised use of any of our proprietary content, information or material provided or made available through our electronic banking services.