

ANZ MOBILE HONG KONG TERMS AND CONDITIONS FOR APPLE DEVICES

Version 1.0

ANZ Digital Banking's services are enabled through an application ANZ Mobile Hong Kong ("**ANZ HK Mobile**") available via the Apple App Store. These ANZ HK Mobile Terms and Conditions shall be read together and as one with the Terms and Conditions for ANZ Digital Banking ("**ANZ Digital Banking Terms**") and the terms and conditions governing Banking Services (as defined in the ANZ Digital Banking Terms) provided by Australia and New Zealand Banking Group Limited, Hong Kong branch (the "**Bank**" or "**ANZ**") to you. Unless the context otherwise requires, terms used in these terms and conditions but which are not defined in these terms and conditions shall have the same meanings as ascribed to such terms in the terms and conditions for Banking Services ("**Terms of Banking Services**").

ANZ HK Mobile allows users to view their account balance, available funds and process certain transactions. Please read these terms and conditions carefully before using ANZ HK Mobile as downloading the ANZ HK Mobile application from the Apple App Store is your acceptance of the ANZ HK Mobile Terms and Conditions. By clicking "Install" or installing any updates to ANZ HK Mobile (as applicable), you agree to receive the ANZ HK Mobile Terms and Conditions and any amendments to them electronically via the Apple App Store or the Mobile Device, as defined in section 2.1(a) below, and understand ANZ will not send you a paper copy.

The Terms of Banking Services apply to ANZ HK Mobile, together with the additional conditions set out herein. In the event of any inconsistency, these ANZ HK Mobile Terms and Conditions shall prevail.

1. Scope of Licence

- 1.1 This licence granted to you for the ANZ HK Mobile licensed application ("**Licensed Application**") by ANZ is limited to a non-transferable licence to use the Licensed Application on any eligible iPhone, as defined in section 2, that you own or control and as permitted by the Usage Rules set forth in the App Store Terms and Conditions (the "**Apple Usage Rules**"). This licence does not allow you to use the Licensed Application on any iPod touch or iPhone that you do not own or control, and you may not distribute or make the Licensed Application available over a network where it could be used by multiple devices at the same time.
- 1.2 You may not rent, lease, lend, sell, redistribute or sub-license the Licensed Application. You may not copy (except as expressly permitted by this licence and the Apple Usage Rules), decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Licensed Application, any updates, or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any open sourced components included with the Licensed Application). Any attempt to do so is a violation of the rights of ANZ and its licensors. If you breach this restriction, you may be subject to legal

action and damages. These terms and conditions will govern any updates and upgrades provided by ANZ that replace and/or supplement the original product, unless such update and upgrade is accompanied by a separate licence in which case the terms of that licence will govern.

- 1.3 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 HK Mobile on your Mobile Device in accordance with these ANZ HK Mobile Terms and Conditions and the Apple Usage Rules.

2. Eligibility

- 2.1 In order to use ANZ HK Mobile, you will need:
 - (a) at least a 5GS iPhone with iOS version 6.0 or later software (or greater), that is enabled for cellular or wireless Internet connection or an equivalent device ("**Mobile Device**"); and
 - (b) to be registered for ANZ Digital Banking.

3. Fees and Charges

- 3.1 Whilst ANZ is not charging you any fees in relation to the downloading of the ANZ HK Mobile application, you may incur charges from your mobile service provider for downloading and using ANZ HK Mobile. Any such charges are your sole responsibility and any matters regarding these charges should be raised with your mobile service provider.
- 3.2 Without prejudice to the foregoing, ANZ reserves the right to impose a fee in respect of the use of ANZ HK Mobile in future by written notice to you.

4. Collection and Use of Information

- 4.1 You agree that ANZ may collect and use technical data and related information, including but not limited to technical information about your device, model, system, carrier, network type, IP address, operating system, security information and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services to you (if any) related to the Licensed Application. ANZ may use this information, as long as it is in a form that does not personally identify you, to improve its products or to provide services or technologies to you. Further information about how ANZ uses your data is available in our Privacy Policy available at anz.com.hongkong.
- 4.2 Where personal data you provided is to be transferred out of Hong Kong, ANZ will comply with the Personal Data (Privacy) Ordinance of Hong Kong (Cap. 486) ("**PDPO**") in doing so. In this regard, this includes ANZ obtaining the necessary consent(s) unless an exception

under the PDPO or law applies, and taking appropriate steps to ascertain that the foreign recipient organisation of the personal data is bound by legally enforceable obligations to provide to the transferred personal data a standard of protection that is at least comparable to the protection under the PDPO. This may include ANZ entering into an appropriate contract with the foreign recipient organisation dealing with the personal data transfer or permitting the personal data transfer without such a contract if the PDPO or law permits ANZ to. If you do not consent to the collection of the information in section 4.1 above or the transfer of your personal data out of Hong Kong, you should cease using ANZ HK Mobile.

5. Your Obligations

5.1 You agree you will:

- (a) not disclose your passcode to your Mobile Device to any other person or allow any other person to see you entering your passcode;
- (b) not disclose your authentication credentials to use ANZ HK Mobile to any other person;
- (c) not leave your Mobile Device unattended and left logged into ANZ Digital Banking via ANZ HK Mobile;
- (d) lock your Mobile Device and take other steps necessary to stop unauthorised use of ANZ HK Mobile;
- (e) notify ANZ immediately if there is any unauthorised access to your ANZ HK Mobile;
- (f) not use ANZ HK Mobile for any purpose other than to utilise the services provided on ANZ Digital Banking or use ANZ HK Mobile in any way inconsistent under these terms and conditions and the ANZ Digital Banking Terms;
- (g) not act fraudulently or maliciously in relation to the ANZ HK Mobile application or software. In addition, you will not copy, modify, adversely effect, reverse engineer, hack into or insert malicious code into the ANZ HK Mobile application or software;
- (h) be solely responsible for your Mobile Device's security arrangements to prevent unauthorised access to ANZ HK Mobile;
- (i) only install approved applications on your Mobile Device, including downloading the new version of ANZ HK Mobile from the Apple App Store when notified by ANZ to do so; and
- (j) not override the software lockdown on your Mobile Device (including but not limited to "jailbreak" of your Mobile Device). If you do, you may be liable for any unauthorised transactions that occur on your Mobile Device.

6. No Warranty

6.1 You expressly acknowledge and agree that use of the Licensed Application is at your sole risk and that the entire risk as to satisfactory quality, performance, accuracy and effort is with you. To the maximum extent permitted by applicable law, the Licensed Application and any services performed or provided by the Licensed Application ("**Application's Services**") are provided "as is" and "as available", with all faults and without warranty of any kind, and ANZ hereby disclaims all warranties and conditions with respect to the Licensed Application and any services, either express, implied or statutory, including, but not limited to, the implied warranties and/or conditions of merchantability, of satisfactory quality, of fitness for a particular purpose, of accuracy, of quiet enjoyment, and non-infringement of third party rights. ANZ does not warrant against interference with your enjoyment of the Licensed Application, that the functions contained in, or services performed or provided by, the Licensed Application will meet your requirements, that the operation of the Licensed Application or services will be uninterrupted or error-free, or that defects in the Licensed Application or services will be corrected. No oral or written information or advice given by ANZ or its authorised representative shall create a warranty. Should the Licensed Application or Application's Services prove defective, you assume the entire cost of all necessary servicing, repair or correction.

7. Multiple Mobile Device Installation

- 7.1 You are permitted to install ANZ HK Mobile on more than one Mobile Device.
- 7.2 For security reasons, ANZ may impose a limit on the number of Mobile Devices that you may use at any one time.

8. Limitation of Liability

- 8.1 These clauses shall apply in addition to the liability provisions in the ANZ Digital Banking Terms and the Terms of Banking Services.
- 8.2 You agree that ANZ shall in no event be liable for any direct, indirect, incidental, punitive, special or consequential damages or economic losses whatsoever or howsoever caused arising directly or indirectly in connection with ANZ HK Mobile and/or these terms and conditions, including but not limited to:
- (a) any inability of your Mobile Device to access or use ANZ HK Mobile, or for any loss or damage to your Mobile Device resulting from your access or use, or attempted access or use, of ANZ HK Mobile (including downloading any associated applications for ANZ HK Mobile), and you should satisfy yourself as to these matters before attempting to access or use ANZ HK Mobile;
 - (b) your use of ANZ HK Mobile, including loss arising from any security breach, if you have acted fraudulently (either alone or together with any other person), if you have installed applications on your Mobile Device other than those available from the Apple App Store,

or if you have caused or contributed to that loss, for example, by failing to comply with any of these ANZ HK Mobile Terms and Conditions or the ANZ Digital Banking Terms;

- (c) any prohibition, restriction, delay in use or access of ANZ HK Mobile caused by compliance with any laws or regulations of Hong Kong or any other country;
- (d) any service agreements prescribed by, or any act or omission of, any telecommunications carrier, data centre, facilities management or hosting service provider, call centre, outsource service provider or Internet service provider, network service provider, content provider, or other third party service provider, or any hardware, software or system problem or failure attributable to any of such parties; or
- (e) any errors, problems or failures in transmission of any instructions through ANZ HK Mobile or transmission by ANZ of any other data or information through ANZ HK Mobile.

8.3 In addition, you agree that ANZ shall not be liable for damages for loss of profits, goodwill, use, data or other intangible losses (even if ANZ has been advised of the possibility of such damages) arising from or in connection with any:

- (a) use, inability to use or interruption in the use of ANZ HK Mobile for any reason whatsoever; or
- (b) system, hardware, software, telecommunications, server or connection failure, error, omission, interruption, delay in transmission, or computer virus.

9. Suspension or Termination of Use and Service Quality

9.1 ANZ may suspend or terminate your use of ANZ HK Mobile at any time. The provision and subsequent use of ANZ HK Mobile is subject to the reliability and availability of third party service providers including software providers and network service providers. ANZ will not be liable for any direct or indirect loss suffered by you, as a result of a reduced level of service caused by any third party.

9.2 Upon termination of the licence, you shall cease all use of the Licensed Application, and destroy all copies, full or partial, of the Licensed Application.

10. Changes to ANZ HK Mobile and the ANZ HK Mobile Terms and Conditions

10.1 You acknowledge and agree that ANZ may make changes to ANZ HK Mobile or these terms and conditions from time to time. Upon any change to these terms and conditions, ANZ will notify you by such method of notification as may be designated by ANZ, which may include notification by way of email, via your Mobile Device or by posting the changes online. If you do not agree to be bound by the changes, you shall cease all access and use of ANZ HK Mobile immediately. You further agree that if you continue to use or access ANZ HK Mobile after being notified of such change to the terms and conditions, such use or access shall constitute an affirmative:

- (a) acknowledgement by you of the changes to ANZ HK Mobile or the ANZ HK Mobile Terms and Conditions; and
- (b) agreement by you to abide and be bound by the ANZ HK Mobile Terms and Conditions (as amended).

11. Access to ANZ's and Other Third Parties' Services and Websites

- 11.1 Use of ANZ HK Mobile may enable access to ANZ's and other third parties' services and web sites (collectively and individually, "**Services**"). Use of the Services may require Internet access and may have terms governing such use. In this regard, you must accept and comply with the additional terms of use of the Services.
- 11.2 You understand that by using any of the Services, you may encounter content that may be deemed offensive, indecent, or objectionable, which content may or may not be identified as having explicit language, and that the results of any search or entering of a particular URL may automatically and unintentionally generate links or references to objectionable material. Nevertheless, you agree to use the Services at your sole risk and that ANZ shall not have any liability to you for content that may be found to be offensive, indecent, or objectionable.
- 11.3 Certain Services may display, include or make available content, data, information, applications or materials from third parties ("**Third Party Materials**") or provide links to certain third party web sites. By using the Services, you acknowledge and agree ANZ is not responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such Third Party Materials or web sites. ANZ does not warrant or endorse and does not assume and will not have any liability or responsibility to you or any other person for any third-party Services, Third Party Materials or web sites, or for any other materials, products, or services of third parties. Third Party Materials and links to other web sites are provided solely as a convenience to you. Financial information displayed by any Services is for general informational purposes only and is not intended to be relied upon as investment advice. Before executing any securities transaction based upon information obtained through the Services, you should consult with a financial professional. Location data provided by any Services is for basic navigational purposes only and is not intended to be relied upon in situations where precise location information is needed or where erroneous, inaccurate or incomplete location data may lead to death, personal injury, property or environmental damage. Neither the ANZ, nor any of its content providers, guarantees the availability, accuracy, completeness, reliability, or timeliness of stock information or location data displayed by any Services.
- 11.4 You agree that any Services contain proprietary content, information and material that is protected by applicable intellectual property and other laws, including but not limited to copyright, and that you will not use such proprietary content, information or materials in any way whatsoever except for permitted use of the Services. No portion of the Services may be reproduced in any form or by any means. You agree not to modify, rent, lease, loan, sell,

distribute, or create derivative works based on the Services, in any manner, and you shall not exploit the Services in any unauthorised way whatsoever, including but not limited to, by trespass or burdening network capacity. You further agree not to use the Services in any manner to harass, abuse, stalk, threaten, defame or otherwise infringe or violate the rights of any other party, and that ANZ is not in any way responsible for any such use by you, nor for any harassing, threatening, defamatory, offensive or illegal messages or transmissions that you may receive as a result of using any of the Services.

11.5 In addition, third party Services and Third Party Materials that may be accessed from, displayed on or linked to from the iPhone or iPod touch are not available in all languages or in all countries. ANZ makes no representation that such Services and Materials are appropriate or available for use in any particular location. To the extent you choose to access such Services or Materials, you do so at your own initiative and are responsible for compliance with any applicable laws, including but not limited to applicable local laws. ANZ, and its licensors, reserve the right to change, suspend, remove, or disable access to any Services at any time without notice. In no event will ANZ be liable for the removal of or disabling of access to any such Services. ANZ may also impose limits on the use of or access to certain Services, in any case and without notice or liability.

12. Miscellaneous

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

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

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

12.3 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.

12.4 You agree that Apple and its subsidiaries are third party beneficiaries of these ANZ HK Mobile Terms and Conditions and that Apple has the right to (and will be deemed to have accepted

the right) to enforce these ANZ HK Mobile Terms and Conditions against you as a third party beneficiary.

12.5 Save as the party as specified in section 12.4 above, a person who is not a party to these ANZ HK Mobile Terms and Conditions shall have no right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623) to enforce or to enjoy the benefit of any term of these ANZ HK Mobile Terms and Conditions. Notwithstanding any term of these ANZ HK Mobile Terms and Conditions, the consent of any third party is not required to vary, release or compromise any liability or to terminate or rescind any of the terms of these ANZ HK Mobile Terms and Conditions.

12.6 These terms and conditions shall be governed by and construed in accordance with Hong Kong law. You irrevocably submit to the exclusive jurisdiction of the Hong Kong courts in all matters pertaining thereto.

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ANZ HK Mobile is developed by Australia and New Zealand Banking Group Limited, Hong Kong Branch, with registered address at 22nd Floor Three Exchange Square, 8 Connaught Place, Central, Hong Kong. 24-hour Customer Service at +852 2176 8820.

In addition, ANZ HK Mobile includes open source software developed by:

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