

# ANZ CLEARING SERVICES (AUSTRALIA) – CHANGES TO TERMS AND CONDITIONS

ANZ is making changes to the terms and conditions upon which it provides clearing accounts and services in Australia. The changes are to the Country Schedule - Australia to the ANZ Clearing Services Terms and Conditions and include amendments to the ANZ Clearing Services Terms and Conditions, to the extent they apply to clearing accounts and services provided in Australia.

The changes are set out below and will be effective on and from **1 May 2024**. These changes apply as a variation to your (the Correspondent's) contract with ANZ. You can read the GDPR Schedule (referred to in the changes below) and the updated Country Schedule – Australia in full at [anz.com/institutional/solutions/payments-cash-management/clearing-services/](https://anz.com/institutional/solutions/payments-cash-management/clearing-services/).

## IMPORTANT INFORMATION

For information about how we use your personal data (i.e. information which identifies you) and the measures and processes we have put in place in order to ensure that we comply with the EU General Data Protection Regulation 2016/679, refer to ANZ's General Data Protection Regulation Fair Processing Notice available at [anz.com/content/dam/anzcom/documents/pdf/corporate/fair-processing-notice-gdpr-global-19-aug-2019.pdf](https://anz.com/content/dam/anzcom/documents/pdf/corporate/fair-processing-notice-gdpr-global-19-aug-2019.pdf).

### Changes to Country Schedule - Australia

*Insert a new heading before clause 1.1 (Definitions) which reads as follows:*

#### 1. GENERAL

*Amend clause 1.4 (Inactive Accounts) to read as follows:*

##### 1.4 Inactive Accounts

If Correspondent does not operate its Account for a specified period (currently 7 years) and there is no less than a specified amount (currently AUD500) in the Account, ANZ may be required by law to send the funds held in the Account to the Australian Government as unclaimed money. While Correspondent can reclaim its money from the Australian Government at any time, ANZ suggests Correspondent operates the Account regularly to avoid this inconvenience.

*After clause 1, insert a new paragraph and clause 2 (Changes to Terms and Conditions) which read as follows:*

The following clause 2 applies to ANZ Services provided in Australia by ANZ.

#### 2. CHANGES TO TERMS AND CONDITIONS

2.1 *The following new clause 13.4 is inserted:*

##### "13.4 GDPR Privacy Obligations

The privacy obligations set out in the GDPR Schedule shall apply if one or more of the following laws apply to the ANZ Services, in particular if Correspondent is established in the European Economic Area, the United Kingdom, Switzerland, Isle of Man, Bailiwick of Jersey or Bailiwick of Guernsey:

- (a) General Data Protection Regulation (EU) 2016/679 (EU GDPR);
- (b) the EU GDPR as it forms part of UK law by virtue of section 3 of the European Union (Withdrawal) Act 2018 (UK GDPR);
- (c) Swiss Federal Act on Data Protection 1992;
- (d) the EU GDPR as it forms part of law of the Isle of Man by virtue of the Data Protection Act 2018, Data Protection (Application of the GDPR) Order 2018 and the GDPR and LED Implementing Regulations 2018;
- (e) Data Protection (Jersey) Law 2018; or
- (f) Data Protection (Bailiwick of Guernsey) Law 2017."

2.2 *Clause 19.7 is deleted and replaced with the following:*

**“19.7 Inconsistency**

- (a) These Terms and Conditions set out the basis on which ANZ may provide the ANZ Services to Correspondent.
- (b) If there is any inconsistency between the documents set out in clause 19.7(d) then:
  - (i) if the document lower in the list states that it prevails over the other documents to the extent of any inconsistency, it will so prevail; and
  - (ii) otherwise, the document higher in the list prevails over the document lower in the list to the extent of that inconsistency.
- (c) If the inconsistency is still not resolved, the conflicting provisions are severed from the document lower in the list.
- (d) The hierarchy of documents:
  - (i) the GDPR Schedule (if applicable);
  - (ii) any Product Terms;
  - (iii) any Country Schedule;
  - (iv) these Terms and Conditions.
- (e) Other than the GDPR Schedule (if applicable), the hierarchy of documents set out in clause 19.7(d) does not apply to clause 13 (Confidentiality and Disclosure), clause 14 (Force Majeure), clause 15 (Compliance with Laws) and clause 16 (Term and Termination), so that, in the event of any inconsistency, those clauses shall prevail.”

2.3 *Clause 19.12 is deleted and replaced with the following:*

**“19.12 Documents**

- (a) Additional terms and conditions relating specifically to the provision by ANZ of or use by Correspondent of an ANZ Service in a particular ANZ Location are contained in the Country Schedule for that ANZ Location.
- (b) Subject to clause 13.4, additional terms and conditions as contained in the GDPR Schedule may apply.
- (c) These Terms and Conditions, each applicable Country Schedule and (if applicable) the GDPR Schedule will be read and construed as one document.”

2.4 *In clause 20.1, the definition of “Customer Information” is deleted and replaced with the following:*

“**Customer Information**” means information acquired by any ANZ Group Member from and concerning Correspondent in the course of the banker-customer relationship and includes Personal Information (if applicable) and Personal Data referred to in the GDPR Schedule (if applicable). For the avoidance of doubt, if the concept of Personal Information or Personal Data is applicable to a particular ANZ Location, such term is defined in the relevant Country Schedule or (if applicable) in the GDPR Schedule.”

2.5 *In clause 20.1, the following new definition for “GDPR Schedule” is inserted in alphabetical order:*

“**GDPR Schedule**” means the schedule setting out supplemental terms and conditions in respect of confidentiality and privacy obligations under the General Data Protection Regulation (EU) 2016/679 (EU GDPR) and the EU GDPR as it forms part of UK law by virtue of section 3 of the European Union (Withdrawal) Act 2018 (UK GDPR) which shall apply only subject to clause 13.4.”