

Containing terms and conditions for:

> ANZ Commercial Cards

> BPAY®

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ANZ Travel Account Facility Terms and Conditions

March 2006



ANZ Contact Details

Postal Addresses

ANZ Consumer Finance
Locked Bag No.10
Collins Street West Post Office
Melbourne, Victoria 8007

Customer Enquiries

ANZ
1800 032 481

Lost or stolen details of an ANZ Travel Account, including suspected unauthorised transactions

1800 033 844; or
Melbourne (03) 9683 7047 (24 hours a day)

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These Terms and Conditions govern the operation of an ANZ Travel Account Facility. (‘ANZ Travel Account Facility Terms and Conditions.’)

PART A

ANZ Travel Account Facility Terms and Conditions

Definitions

In these ANZ Travel Account Facility Terms and Conditions

'ANZ' means Australia and New Zealand Banking Group Limited ABN 11 005 357 522;

'ANZ Business Day' means any day Monday to Friday on which ANZ is open for business in at least one (1) of its branch locations in Australia;

'ANZ Travel Account Facility' refers to the ANZ Travel Account Facility;

'Authorised Signatory' means the person(s) designated by the Principal with authority to maintain the ANZ Travel Account (including but not limited to changing limits, opening and closing ANZ Travel Accounts, adding and removing Authorised Users);

'Authorised User' refers to an authorised designated user of an ANZ Travel Account;

'ANZ Travel Account' refers to an ANZ Travel Account where access has been issued to an Authorised User at the request of the Principal for the purposes of operating the Principal's Billing Account;

'Facility Limit' means the aggregate Facility Limit approved by ANZ applicable to the Principal's Billing Account;

'Principal' means the entity who has applied for an ANZ Travel Account Facility subject to these ANZ Travel Account Facility Terms and Conditions;

'Principal's Billing Account' means the Principal's ANZ Travel Account Billing Account;

'TMC' means the Travel Management Company designated by the Principal;

'Unauthorised Transaction' means a transaction which has been processed to an ANZ Travel Account but was not authorised in any way by the Authorised User;

'Verifying Officer(s)' means the person(s) authorised by the Principal to identify Authorised Users on behalf of ANZ.

ANZ recommends the Principal, any Authorised Signatory, and any Authorised User read all relevant product disclosure material and that the Principal, any Authorised Signatory and any Authorised User ask ANZ about any issues or concerns.

1 Use of the Facility and ANZ Travel Account

This ANZ Travel Account Facility must be used wholly and exclusively for business air travel purposes and not for private or domestic purposes and all purchases must be made with a Travel Management Company ('TMC') as designated by the Principal.

The ANZ Travel Account entitles the Principal to purchase services in connection with business air travel offered by VISA's contracting partners worldwide up to the limit set for its Account.

By prior agreement with a TMC, the Principal may register its ANZ Travel Account details with that TMC so that Authorised Users may be able to purchase business air travel. The Principal is obliged to inform ANZ of the name and business address of the TMC.

The Principal is also obliged to inform both ANZ and the TMC, in writing, of the names and complete addresses of the Authorised Users who are entitled to purchase services in connection with business air travel and to bill these purchases directly to the Principal by use of the ANZ Travel Account Facility.

Issue of an ANZ Travel Account Facility to the Principal will not involve issuing any plastic cards by ANZ.

The Principal undertakes to keep the details of the ANZ Travel Account in a secure location. With the exception of the prior written agreement with the TMC, the ANZ Travel Account may neither be lent out nor assigned, nor otherwise made available to third parties or to unauthorised persons, whether employed by the Principal or not. The Principal shall destroy the details of the ANZ Travel Account upon its expiry.

You must not use your ANZ Travel Account for any unlawful purpose, including the purchase of goods or services prohibited by the laws of the jurisdiction you are in.

2 ANZ Travel Account Issue and Acceptance

Access to an ANZ Travel Account will only be issued to Authorised Users pursuant to a written request by the Principal or any other form of electronic request which may be approved by ANZ in the future.

ANZ reserves the right in its absolute discretion to refuse to issue an Authorised User with access to an ANZ Travel Account when requested by the Principal.

ANZ may reissue any Authorised User with access to an ANZ Travel Account from time to time, and in the case of the details of an ANZ Travel Account being reported as lost or stolen, may reissue the Authorised User with access to an ANZ Travel Account on the instruction of either the Principal or the Authorised User. ANZ reserves the right not to reissue an Authorised User with access to an ANZ Travel Account.

Unless you have already agreed in writing, the first use of an ANZ Travel Account by any Authorised User issued with access at the request of the Principal or the first use of the Principal's Billing Account indicates the Principal's acceptance of these ANZ Travel Account Facility Terms and Conditions.

2.1 Account Opening Procedures

Under Federal law, any person opening a new account must be identified by ANZ. Before access to an ANZ Travel Account is issued to an Authorised User, an Authorised User must be identified by a 100 point check at an ANZ branch. An incorporated entity also has the option of nominating a Verifying Officer of the Principal to identify the Authorised User on behalf of ANZ, with reference to four of the following documents:

- drivers licence
- credit card
- Medicare card
- electricity or gas bill
- current rates notice.

The Verifying Officer will only need to identify the Authorised User with reference to two of the above documents if the Authorised User also produces:

- birth certificate, or
- passport, or
- citizenship certificate.

One of the documents provided must contain the Authorised User's photograph or signature. Some other documents that establish the Authorised User's identity and name will also be accepted.

3 Authorised User Conditions of Use

Each Authorised User issued with access to an ANZ Travel Account will be subject to the ANZ Travel Account Authorised User Conditions of Use ('Authorised User Conditions of Use') which are substantially in the form of the Authorised User Conditions of Use set out in the attached Schedule. The Authorised User Conditions of Use form part of these ANZ Travel Account Facility Terms and Conditions and bind both the Principal and the Authorised User. The Principal is liable for any nonobservance of the Authorised User Conditions of Use by an Authorised User.

ANZ may prepare and supply to the Principal from time to time for issue to Authorised Users, copies of the Authorised User Conditions of Use and any subsequent variation made to them by ANZ. ANZ may also supply to the Principal documentation in respect of the ANZ Travel Account Facility which ANZ considers necessary or deems to be necessary to issue to Authorised Users.

4 Facility Limit

The Facility Limit is the amount approved in writing by ANZ and which is notified to the Principal at the time the ANZ Travel Account Facility is offered to the Principal or such other amount as ANZ authorises from time to time.

The total amount of all ANZ Travel Account transactions ('the Account Balance') must not exceed the Facility Limit without ANZ's prior written approval. In the event the Facility Limit is exceeded without such approval, the amount by which the Facility Limit is exceeded is immediately payable by the Principal.

The amount by which the Facility Limit is exceeded is immediately payable by the Principal and any further transactions may be declined by ANZ in its absolute discretion until the ANZ Travel Account Facility is brought within the Facility Limit.

The Principal can request ANZ in writing to vary the Facility Limit. If ANZ approves the request, ANZ will notify the

Principal of the approval, the effective date of the approval and of any change to the fees and charges payable by the Principal as a result of the approval.

In the event the Principal does not agree to the revised fees and charges, the Principal is entitled by notice in writing to ANZ to cancel the request for a Facility Limit increase.

4.1 Anti Money Laundering

- The Principal agrees ANZ may delay, block or refuse to make a payment if ANZ believes on reasonable grounds that making the payment may breach any law in Australia or any other country, and ANZ will incur no liability to the Principal if it does so.
- The Principal agrees to provide all information to ANZ which ANZ reasonably requires to comply with any law in Australia or any other country. The Principal agrees ANZ may disclose information provided to ANZ where required by any law in Australia or any other country.
- The Principal declares and undertakes to ANZ that any payment of monies in accordance with instructions to ANZ will not breach any law in Australia or any other country.

5 Liability of the Principal for Credit

The Principal is liable for all credit extended by ANZ on the Principal's Billing Account arising from any use of an ANZ Travel Account and from any mail, internet or telephone orders or purchases, or from transactions made pursuant to a standing authority authorised by any Authorised User to be charged to the Principal's Billing Account.

The Principal is also liable for any credit charge or other charges including government fees, duties and charges arising from any use of an ANZ Travel Account or transaction on the Principal's Billing Account.

6 Statement of Account

Each month ANZ will issue a Statement of Account for the Principal's Billing Account on a pre-determined statement date.

The Statement of Account will be expressed in Australian currency and will include the total of all transactions processed to the Principal's Billing Account during the statement period including:

- the total price of all services purchased for business air travel purposes by the use of an ANZ Travel Account, including mail, telephone and internet orders authorised by an Authorised User to be charged to the Principal's Billing Account;
- any payments or refunds to the Principal's Billing Account; and
- any charges set out elsewhere in these Facility Terms and Conditions.

Each Statement of Account should be checked on receipt and ANZ promptly notified of any error.

7 Payment by the Principal

The full amount of the 'Closing Balance' shown on the monthly Statement of Account is due and payable to ANZ on or prior to the 'Payment Due Date' specified on the statement. The payment must be made with Australian currency in Australia.

The Principal authorises ANZ in the event of any nonpayment of any amounts due pursuant to the ANZ Travel Account Facility to apply any credit balance upon any account of the Principal with ANZ in or toward satisfaction of any sum including credit charges and fees at any time due to ANZ pursuant to the ANZ Travel Account Facility and in the name of the Principal or of ANZ to do all such acts and to execute all such documents as may be required to effect such application.

A Principal or Authorised Signatory may make a payment to an ANZ Travel Account over the counter at any ANZ Branch, through electronic equipment, or through the mail to the address listed on the front of any Statement of Account issued to the Principal. Any payment made to an ANZ Travel Account will increase the amount of available credit to the Billing Account.

In the event a payment to an ANZ Travel Account or part of such a payment remains unused on an ANZ Travel Account at the end of a statement period and the Principal pays the Closing Balance of the account and nothing more, the Facility Limit available to ANZ Travel Accounts in the next statement period will be reduced by the amount of the unused payment.

However, if the Principal uses CardPay Direct to pay the Closing Balance, CardPay Direct will automatically make a payment that includes the unused amount paid to the ANZ Travel Account and the full Facility Limit will be available to all Authorised Users for the following statement period.

If any part of the payment to the ANZ Travel Account remains unused at the expiry of the payment, that unused portion will be credited to the Principal's Billing Account.

Generally, payments to ANZ Travel Accounts will increase the funds available the ANZ Business Day after they are credited to an ANZ Travel Account.

8 Payment by cheque

If any payment is made to the Principal's Billing Account by cheque, ANZ will be entitled to defer making available the additional funds arising from the deposit until three (3) ANZ Business Days after the date of the deposit. This is to ensure the cheque is honoured.

9 Bank Fees and Charges

ANZ reserves the right to charge the Principal's Billing Account or such other account nominated by the Principal and approved by ANZ from time to time for such purpose, with any fees and charges applicable to the ANZ Travel Account Facility.

ANZ will notify the Principal at the time the ANZ Travel Account Facility is offered to the Principal of the extended credit facilities on purchases (sales vouchers) and any other fees and charges and when they are payable. These fees and charges will be shown on the monthly Statement of Account. The Principal may also request information on the current credit charge rate(s) and fees and charges any time on request.

ANZ may make the following changes to the ANZ Travel Account Facility:

Change	Timing and method of notice to Principal
Vary the interest rate	No later than the day of the change, either in writing, or by press advertisement
Introduce a new fee	30 days notice in writing
Change an existing fee or charge	30 days notice, either in writing or by press advertisement
Change the method by which interest is calculated or the frequency with which interest is debited or credited	30 days notice in writing
Change any other term or condition	No later than the day of change the change, either in writing, or by press advertisement

If notification is given by press advertisement, ANZ will give the Principal particulars of the change before or when the next statement of account is sent after the change takes place.

10 Government Duties

ANZ reserves the right to charge the Principal's Billing Account with all duties which governments may impose on ANZ or the Principal arising out of the issue or use of any ANZ Travel Accounts or transactions on the Principal's Billing Account.

11 Use of the ANZ Travel Account Outside Australia

Should an ANZ Travel Account be used outside Australia, all foreign currency amounts will be converted into Australian Dollars by Visa International. Transactions will either be converted directly to Australian dollars or will be first converted from the currency in which the transaction was made to US dollars and then converted to Australian dollars. The conversion rate used is a wholesale market

rate selected by Visa International from a range of wholesale rates one day before the transaction is processed by Visa.

In most cases, the rate applied to the refund of a purchase made using an ANZ Travel Account will differ from the original rate applied to the purchase. International use of the ANZ Travel Account may become subject to Australian Exchange Control requirements at any time.

12 Variation of the ANZ Travel Account Limit

Application to vary an individual ANZ Travel Account limit may be made at any time upon the request, of the Principal or any Authorised Signatory, in writing or any other form of electronic request which may be approved by ANZ in the future, provided that the varied limit(s) when aggregated with those of all other current ANZ Travel Accounts does not exceed the Facility Limit.

In the event ANZ approves the application, the requested variation will be effective at a date being three (3) ANZ Business Days following the receipt of the written request by ANZ. ANZ will confirm to the Principal, in writing, the variation of the ANZ Travel Account limit in the following monthly Statement of Account. In the event ANZ does not agree to such written request, ANZ shall notify the Principal immediately.

13 ANZ Travel Account Cancellation by ANZ

ANZ reserves the right to cancel an ANZ Travel Account at any time without notice to the Principal or Authorised User if ANZ believes continued use of the ANZ Travel Account may cause a loss to either the Principal or ANZ.

No further credit will be extended on the Principal's Billing Account by use of that cancelled ANZ Travel Account.

In the event an ANZ Travel Account is used subsequent to its cancellation, the Principal's liability in respect of that ANZ Travel Account will continue until confirmation of the cancellation of the ANZ Travel Account is received by ANZ.

14 ANZ Travel Account Cancellation by the Principal

If the Principal requires cancellation of an ANZ Travel Account, the Principal shall immediately advise ANZ in writing or any such other electronic advice which may be approved by ANZ in the future. The Principal's liability for

Authorised Users' use of the ANZ Travel Account will not cease until confirmation of the cancellation of the ANZ Travel Account is received by ANZ.

The Principal will indemnify ANZ and hold it harmless from any claims, losses, damages, liabilities, costs or expenses (including all legal fees) arising from a claim against ANZ for wrongful cancellation of an ANZ Travel Account if the Principal has requested that cancellation.

14.1 Cancellation by the Principal of Access for an Authorised User to an ANZ Travel Account

If the Principal requires cancellation of the access for an Authorised User to an ANZ Travel Account, the Principal shall immediately advise both ANZ and the TMC in writing or any such other electronic advice which may be approved by ANZ in the future.

The Principal's liability for Authorised Users' use of the ANZ Travel Account will not cease until confirmation of the cancellation of an Authorised User's access to an ANZ Travel Account is received by both ANZ and the TMC and the Principal has also received confirmation back from the TMC that the TMC will not process any further purchases from a former Authorised User who has had their access to the ANZ Travel Account cancelled.

The Principal will indemnify ANZ and hold it harmless from any claims, losses, damages, liabilities, costs or expenses (including all legal fees) arising from a claim against ANZ for wrongful cancellation of access for an Authorised User to an ANZ Travel Account if the Principal has requested that cancellation.

15 Unauthorised Transactions

15.1 ANZ Travel Account

The Principal or the Authorised User or both must notify ANZ immediately upon becoming aware that an ANZ Travel Account's details (for example, an Account number and authorisation number or code) have or may have become known or used by someone else without the Authorised User's authority. Such notice must be confirmed by prompt written notice. Until ANZ receives this notice, the Principal will be liable for all Unauthorised Transactions arising from any use of an ANZ Travel Account (including mail, telephone

and internet order transactions) but liability will not exceed \$50 dollars in respect of such an ANZ Travel Account.

15.2 Reversing a transaction

The Principal may be entitled to reverse (chargeback) a transaction where the Principal or Authorised User has a dispute with a merchant. For example, the Principal may be entitled to reverse a transaction where the merchant has not provided the Principal or Authorised User with the goods or services purchased with an ANZ Travel Account.

The Principal must notify ANZ if the Principal believes they are entitled to reverse a transaction. If ANZ is satisfied after investigation that a transaction should be reversed, it will credit the Principal's account for the amount initially debited for the transaction.

15.3 Time limits for reversing a transaction

The Principal should notify ANZ immediately of a disputed transaction. Credit card scheme operating rules impose time limits after the expiry of which ANZ is not able to reverse a transaction. The minimum time limit generally applicable is 75 days after the disputed transaction but some time limits are longer. In some cases where the Electronic Funds Transfer Code of Conduct applies, the time limits may not apply. If the Principal does not notify ANZ in time, ANZ may be unable to investigate the claim in which case the Principal will be liable for the transaction.

It is the Principal's responsibility to review carefully its statements of account. ANZ is not responsible for any loss to the Principal if the Principal does not ask ANZ to reverse a transaction within an applicable time limit.

16 Termination of the ANZ Travel Account Facility

16.1 ANZ may terminate the ANZ Travel Account Facility at any time upon thirty (30) days prior written notice to the Principal whether or not the Principal is in default of any of these ANZ Travel Account Facility Terms and Conditions. ANZ may terminate the ANZ Travel Account Facility immediately on notice to the Principal if the Principal is, or is likely to be, insolvent; the Principal breaches these ANZ Travel Account Facility Terms and Conditions; ANZ considers on reasonable grounds that the Principal has engaged in fraud; or that the continued provision of the

ANZ Travel Account Facility may damage the reputation of ANZ. In such event, all ANZ Travel Accounts will be automatically cancelled and no further credit will be extended on the Principal's Billing Account. All use of cancelled ANZ Travel Accounts must cease immediately.

16.2 The Principal may terminate the ANZ Travel Account Facility at any time providing written notice to ANZ. The Principal's liability in respect of the ANZ Travel Account Facility (including any use of any ANZ Travel Accounts) will continue until the Principal has taken all reasonable steps to confirm cancellation of the ANZ Travel Account(s) to ANZ, and any moneys owing to ANZ are paid in full.

In the event that an ANZ Travel Account is cancelled by ANZ or the ANZ Travel Account Facility is terminated, whether by default or otherwise, the outstanding balance on the Principal's Billing Account will on demand be due and payable to ANZ. If the Principal is in default under the ANZ Travel Account Facility, the Principal will also be in default under any other credit contracts that the Principal has with ANZ.

Any amount reasonably incurred or expended by ANZ in exercising its rights in relation to the ANZ Travel Account Facility arising from any default (including expenses reasonably incurred by ANZ staff and facilities) are enforcement expenses and become immediately payable by the Principal. ANZ may debit the Principal's Billing Account for such amounts without notice.

ANZ will automatically cancel all ANZ Travel Accounts from the date the written cancellation letter is received by ANZ.

Termination of the ANZ Travel Account Facility will not prejudice the rights and remedies of ANZ accruing prior to termination, including without limitation the right to recover from the Principal any moneys owing or that may become owing to ANZ under the ANZ Travel Account Facility.

17 Communication with the Authorised User

17.1 Subject to Condition 17.2 only the Principal shall communicate with the Authorised User. The Principal and any Authorised Signatory is responsible for advising of access to the ANZ Travel Account to the Authorised User, confirming cancelled ANZ Travel Accounts to ANZ, issue to the Authorised User of the Authorised User Conditions of Use prior to use of the ANZ Travel Account by the Authorised

User, notification of variation of credit limit applicable to any ANZ Travel Account, notification of variation of the Authorised User Conditions of Use or Electronic Banking Conditions of Use (or both) provided such variation has been notified to the Principal in accordance with these ANZ Travel Account Facility Terms and Conditions and any other notification in respect of the ANZ Travel Account which may be reasonably required by ANZ.

The Principal agrees to indemnify and hold ANZ harmless from and against any and all actions, claims, damages, losses, costs (including legal costs), and liabilities whatsoever which ANZ may suffer or incur as a result of the Principal's breach of this Condition.

17.2 ANZ may communicate with an Authorised User, in respect of any loss or theft of the details of an ANZ Travel Account, or possible unauthorised use of the ANZ Travel Account or any cancellation of the ANZ Travel Account by ANZ.

18 Variation of Terms and Conditions

Subject to Condition 9, ANZ has the right to change the ANZ Travel Account Facility Terms and Conditions or the Authorised User Conditions of Use upon notifying the Principal in writing. A notice to the Principal will be deemed to have been issued to the Authorised User five (5) ANZ Business Days after notification to the Principal pursuant to this Condition.

19 Use of Name and Logo

The Principal will not use the name or logo of Visa International Service Association or the name or logo of ANZ in any material, including promotional or advertising material without obtaining the prior written consent of ANZ.

ANZ will at all times retain the absolute interest in the licence to use the Visa logo.

ANZ will not use the name or logo of the Principal in any material without the prior written consent of the Principal.

20 Security

When ANZ holds or during the term of the ANZ Travel Account Facility requires security of any description securing any other liability(ies) the Principal may have to ANZ, the Principal's liability to ANZ in respect of the ANZ Travel Account Facility will also form part of the moneys secured by such security.

21 Joint and Several Liability

Where the Principal constitutes more than one party, the liability of each such party under the ANZ Travel Account Facility shall be joint and several.

21.1 Code of Banking Practice

If the Principal is a small business (as defined by the Code of Banking Practice), ANZ is bound by the Code of Banking Practice when it provides its products and services to the Principal.

21.2 Financial Difficulty

The Principal should inform ANZ as soon as possible if it is in financial difficulty. ANZ will, with the Principal's agreement, try and help the Principal overcome its difficulties with the ANZ Travel Account Facility, including for example, developing a repayment plan.

22 Transaction Amount and Merchant or TMC Controls

22.1 Transaction amount controls

The Principal may request in writing that ANZ restrict the amount of any transaction on an ANZ Travel Account to access the Principal's Billing Account (called 'the restricted amount').

Subject to the Electronic Banking Conditions of Use, the Principal acknowledges and agrees that in the event ANZ's electronic banking system malfunctions or electronic equipment malfunctions, and the amount of any transaction on an ANZ Travel Account is not restricted in accordance with the Principal's request, or the transaction exceeds the restricted amount but is below an amount which requires a TMC to seek authorisation from ANZ or another financial institution, the Principal will be liable for any such transaction amount irrespective of the fact the amount of the transaction exceeds the restricted amount or the amount being the difference between such transaction and the restricted amount.

22.2 Merchant or TMC controls

The Principal may request in writing that ANZ impose a merchant category code restriction in respect of an ANZ Travel Account, the effect of which is to limit the type of merchant or TMC at which the ANZ Travel Account can be used for the purchase of services in connection with business air travel (called a 'restricted merchant' or a 'restricted TMC').

Subject to the Electronic Banking Conditions of Use, the Principal acknowledges and agrees that in the event ANZ's electronic banking system malfunctions or electronic equipment malfunctions and an ANZ Travel Account is used for the purchase of services in connection with business air travel with a restricted merchant or restricted TMC or the transaction is below an amount which requires a restricted merchant or a restricted TMC to seek authorisation, or the merchant category code requested is inconsistent with the merchant category code adopted by other financial institutions involved in providing access to the Principal's Billing Account through an Electronic Terminal causing a restricted merchant or restricted TMC to be identified as other than a restricted merchant or restricted TMC, then the Principal will be liable for any transaction amount occurring at a restricted merchant or restricted TMC where an ANZ Travel Account is used for the purchase of services in connection with business air travel and irrespective of the amount of such a transaction.

23 Dispute Resolution

If ANZ makes a mistake, or ANZ's service doesn't meet expectations, ANZ wants to know.

For the fastest possible resolution to a complaint call ANZ on 1800 805 154, or:

- talk to staff at your local ANZ branch or business centre;
or
- send a letter to ANZ Customer Response Centre via
 - › Mail: Locked Bag 4050,
South Melbourne Vic 3205
 - › Email: YourFeedback@anz.com
 - › Fax: +61 3 9683 9267

Most often ANZ will be able to solve the problem on the spot.

If it can't be resolved promptly ANZ's specialist complaints team, ANZ Customer Response Centre, will take responsibility and work with the Principal to fix the matter quickly. ANZ's aim is to resolve the complaint within 10 working days.

If this is not possible, ANZ will keep the Principal informed on the progress of the matter and how long ANZ expects it will take to resolve the complaint.

ANZ Customer Advocate

If your complaint is not resolved to the Principal's satisfaction, the Principal can ask to have it reviewed by ANZ's Customer Advocate who will provide a free review of more difficult complaints to help achieve a prompt solution.

Contact details

ANZ Customer Advocate
100 Queen Street
Melbourne Vic 3000
Tel: +61 3 9273 6523
Email: customeradvocate@anz.com

Financial Services Dispute Resolution Schemes

If the Principal is not satisfied with the steps taken by ANZ to resolve the complaint, or with the result of ANZ's investigation, the Principal may wish to contact an alternative dispute resolution scheme.

General banking products – credit cards, home loans, deposit products

Banking and Financial Services Ombudsman Limited
GPO Box 3
Melbourne Vic 3001
Telephone: 1300 780 808
Fax: +61 3 9613 7345
Internet: <http://www.bfso.org.au/>

24 Application of Payments

Payments that are made to a Principal's Billing Account will be applied in the following order, towards the payment of:

- any interest charges, government duties and taxes and ANZ fees which are shown on any Statement of Account;
- ANZ fees that have been incurred but are yet to appear on any Statement of Account;

- the purchase of services in connection with business air travel that are shown on any Statement of Account; and
- the purchase of services in connection with business air travel that have been incurred but are yet to appear on any Statement of Account.

25 Monitoring Enquiries and Transactions

ANZ may, at its discretion, monitor enquiries or monitor transactions made over the telephone. This is done for reasons of accuracy, security or service.

26 Governing Laws

These Terms and Conditions are governed by the laws of the State of Victoria and the Commonwealth of Australia.

PART B

Electronic Banking Conditions of Use

ANZ warrants that, where applicable, it will comply with the requirements of the Electronic Funds Transfer Code of Conduct.

This section applies to all electronic transactions except those where your signature may also be required. The Principal is liable for any nonobservance of the Electronic Banking Conditions of Use by the Authorised Signatory.

Definitions

‘ANZ Business Day’ means any day from Monday to Friday on which ANZ is open for business in at least one of its branch locations in Australia.

‘Authorised Signatory’ means the person(s) authorised by the Principal to access ANZ Phone Banking and ANZ Internet Banking, and accessing and processing BPAY transactions on all ANZ Travel Accounts provided with the ANZ Travel Account Facility.

‘Banking Business Day’ refers to any day on which banks in Melbourne or Sydney are able to effect settlement through the Reserve Bank of Australia.

‘CRN’ means the Customer Registration Number issued by ANZ to you.

‘Securemail’ means the electronic messaging system which enables communications to be sent to or from ANZ as part of ANZ Internet Banking.

‘Telecode’ means the seven digit number issued to access ANZ Phone Banking.

‘You’ means the Principal, and where relevant, also means the Authorised Signatory.

Transaction limits

ANZ or another party such as a TMC may limit the amount of any electronic transaction you can make over certain periods (e.g. during any day or in a single transaction).

ANZ may change any electronic transaction limit or impose new transaction limits by giving you notice. You can find out current electronic transaction limits for your accounts by calling ANZ on the relevant enquiries number listed at the back of this booklet.

How you can use ANZ Internet Banking

The following applies where the Principal and/or an Authorised Signatory can use ANZ Internet Banking to make transactions on linked accounts.

The following sections outline processing times for transactions made through facilities available on ANZ Internet Banking. You may not have access to all or some of these facilities. Please refer to the ANZ Commercial Cards Service Centre on 1800 032 481 to confirm your access details.

Access to and use of Pay Anyone and International Services

(a) Obtaining Pay Anyone

When applying for Pay Anyone, the Principal must request a Pay Anyone daily limit which is subject to approval by ANZ. The options for the daily limits are set out at www.anz.com at the time of application. Restrictions apply depending on whether Pay Anyone is used for personal or business purposes.

If the Principal or Authorised Signatory requires a password for Pay Anyone to be re-set or re-issued, ANZ may reduce the current daily Pay Anyone limit. The Principal will need to re-apply if it wishes to reinstate that limit.

Please allow sufficient time for the change to be made before attempts are made to use the higher daily transfer limit.

The Principal can increase or decrease the daily transfer limit by applying through ANZ Internet Banking.

(b) Obtaining International Services

The Principal may be able to apply for International Services after Pay Anyone access has been granted.

The total of all Pay Anyone and International Services transfers (converted into Australian dollars) on any day cannot exceed your Pay Anyone daily transaction limit.

Access levels for ANZ Phone Banking and ANZ Internet Banking

Access Levels:

- **'all transactions'** - Access every function within ANZ Phone Banking and ANZ Internet Banking for the account;

- **‘Transaction History Details only and BPAY®’**
– includes BPAY®, account balance information, transaction history details, ordering a cheque/deposit book but excludes transfers between accounts, increasing a credit card limit, redrawing on a home loan, direct loan payments, BPAY® View, ANZ Online Investing and ANZ Online Reporting;
- **‘Deposit and Transaction History Details only’**
– includes transfers between accounts, transactions history details, account balance information and ordering a cheque/deposit book but excludes withdrawals from accounts, increasing credit card limit, redrawing on a home loan, direct loan payments, BPAY® View, ANZ Online Reporting, ANZ Online Investing and BPAY®;
- **‘Deposit only’** – includes transfers between accounts but excludes withdrawals from accounts, BPAY®, increasing credit card limit, redrawing on a home loan, direct loan payments, BPAY® View, ANZ Online Reporting, ANZ Online Investing, account balance information, transaction history details and ordering a cheque/deposit book;
- **‘Transaction History Details only’** – includes enquiries on past transactions about the account but excludes all transactions on the account, transfers between accounts, increasing credit card limit, redrawing on a home loan, direct loan payments, BPAY® View, ANZ Online Reporting, ANZ Online Investing and BPAY®.

Only the Principal and Authorised Signatory can select an access level. The Principal or Authorised Signatory may authorise another person (an ‘Authorised Account User’) to operate the account and that person may have a different access level to the Principal or Authorised Signatory. The Principal is responsible for the operation of the account by the Authorised Account User within that user’s level of access.

The Principal or Authorised Signatory may cancel or change any access level by sending a written request or Securemail to ANZ, or calling ANZ on the relevant number listed at the back of this booklet. ANZ may require written confirmation. ANZ may take several days to process this change.

Authorised Account Users, regardless of their level of access, cannot access ANZ Pay Anyone, ANZ Online Investing,

ANZ International Services, increase a transaction limit or use Securemail to change any of the account details or other personal details. However, all Authorised Account Users can use ANZ Internet Banking to change their own profile, access their own Securemail and select and change their own password.

Where a Principal nominates access to the Principal's Billing account via ANZ Internet Banking, the Principal will be the account holder and each Authorised User will be an Authorised Account User.

Processing instructions – general

The account holder authorises ANZ to act on the instructions you enter into electronic equipment. Any electronic transaction made by you cannot be cancelled, altered or changed by you unless allowed by the applicable terms and conditions.

ANZ may delay acting on or may ask you for further information before acting on an instruction. Where ANZ has instructions for more than one payment from your account(s), ANZ will determine the order of priority in which payments are made.

If you make a deposit of funds to an account by making an electronic transaction and there is a difference between the amount recorded as having been deposited and the amount ANZ receives, the account holder will be notified of the difference as soon as possible and will be advised of the actual amount which has been credited to the account.

ANZ is not liable for the refusal of any TMC to accept an electronic transaction and, to the extent permitted by law, is not responsible for the purchase of services in connection with business air travel supplied by a TMC.

You accept that:

- not all electronic equipment from which cash can be withdrawn will always contain cash;
- any cash dispensed at electronic equipment is at your risk once it becomes visible or available for you to collect; and
- not all electronic equipment will allow you to make deposits.

An immediate transfer Pay Anyone or BPAY® cannot be revoked or stopped once ANZ receives your instruction. Future dated transfer, Pay Anyone or BPAY® instructions can only be revoked or changed if instructions to delete the transaction are given to ANZ through ANZ Internet Banking before midnight Sydney time on the ANZ Business Day (or, for Pay Anyone, the Pay Anyone Processing Day) before the transaction is scheduled to occur. After this time, the instruction cannot be revoked.

Processing instructions – ANZ Phone Banking and ANZ Internet Banking

Any ANZ Phone Banking or ANZ Internet Banking transaction (other than a BPAY®) will generally be processed to your account on the same day ANZ receives your instructions, if given before 10.00pm Melbourne time Monday to Friday (except national public holidays). Any transaction made after this time may be processed on the following ANZ Business Day.

Account information accessed using ANZ Phone Banking or ANZ Internet Banking will generally reflect the position of the account at that time, except for transactions not yet processed by ANZ (including uncleared cheques and unprocessed credit card transactions) or cleared cheques and direct debits processed by ANZ that day.

Processing instructions – Pay Anyone and International Services

ANZ will generally process Pay Anyone instructions:

- for immediate Pay Anyone transfers, on the day the instruction is given, if ANZ receives the instruction before 6.00pm Melbourne time on a Pay Anyone Processing Day;
- for immediate international transfers, on the day the instruction is given, if ANZ receives the instruction before 6.00pm Melbourne time on a Pay Anyone Processing Day;
- for future dated transfers, on the relevant future day you select if it is a Pay Anyone Processing Day (or if it is not, on the Pay Anyone Processing Day after that day).

Instructions you give will be delivered to the payee's financial institution on the day that ANZ processes them except where:

- ANZ is not obliged to process your instructions; or
- there is a technical failure; or
- there is a delay or error in accepting the instructions caused by the financial institution to which the transfer is to be made; or
- the instructions are for a transfer by way of an international draft or telegraphic draft.

Where your instruction is for a transfer by way of ANZ issuing an international draft:

- ANZ will send the draft by post to the delivery address notified by you; and
- you acknowledge that it is your responsibility to forward the draft to the intended recipient.

ANZ cannot control (and is not responsible for) when, or if, the payee's financial institution processes your instructions or the fees that financial institutions may charge to process your instructions.

Once ANZ processes your transfer instruction, ANZ is reliant on the payee's financial institution to advise whether your instructions have been successfully processed. If the payee's financial institution advises that your transfer instruction has not been successful, it may take a number of weeks, depending on the financial institution, to reverse the relevant withdrawal from your linked account.

If the transfer is to be made from a credit card, it will be treated as a cash advance and interest and fees may apply.

Processing instructions – BPAY®

ANZ is a member of the BPAY® Scheme. This is an electronic payments scheme through which ANZ can be asked to make payments on your behalf to billers. ANZ will tell you if it ceases to be a member of the BPAY® Scheme. For the purposes of the BPAY® Scheme, ANZ may also be a biller.

You must comply with the terms and conditions for the account which you ask ANZ to debit a BPAY® (to the extent that those terms are not inconsistent with or expressly overridden by these Conditions of Use).

To make a BPAY[®] the following information must be given to ANZ:

- your CRN and password or Telecode;
- the biller code from the bill;
- your customer reference number (e.g. your account number) with that biller;
- the amount you want to pay; and
- the account from which you want the payment to be made.

Once this information is provided, ANZ will treat your instructions as valid and will debit the relevant account. ANZ will not be obliged to effect a BPAY[®] instruction if it is not made in accordance with these Conditions of Use or if the information given is incomplete and/or inaccurate.

Limits apply to your use of BPAY[®] on both a per transaction and daily limit (per CRN) basis. Separate daily limits apply for BPAY[®] Tax Payments, independent of the general BPAY[®] limits. For more information on available limits see www.anz.com

Subject to the 'Processing Instructions' conditions set out above:

- any BPAY[®] made by you will be processed on the day you tell ANZ to make that BPAY[®], if ANZ receives your instructions before 6pm Sydney time on a Banking Business Day (ANZ's cut-off time);
- BPAY[®] instructions received after 6pm Sydney time on a Banking Business Day, or on a day that is not a Banking Business Day, will be processed on the next Banking Business Day.

A delay may occur in processing a BPAY[®] where:

- there is a public or bank holiday on the day after you tell ANZ to make a BPAY[®];
- you tell ANZ to make a BPAY[®] after ANZ's cut-off time; or
- another participant in the BPAY[®] Scheme, such as another financial institution or a biller does not process a payment as soon as it receives details of the payment or does not otherwise comply with its obligations under the BPAY[®] Scheme.

While it is expected that any such delay will not continue for more than one Banking Business Day, it may continue for a longer period. ANZ will attempt to ensure a BPAY® is processed promptly by billers and other participants in the BPAY® Scheme.

You should check your account records carefully and tell ANZ as soon as possible if you become aware of:

- a BPAY® which has been made from your linked account which was not authorised;
- the possibility that you have been fraudulently induced to make a BPAY®; or
- any delay or mistake in processing of your BPAY®.

If ANZ is advised by a biller that it cannot process your BPAY®, ANZ will:

- advise you of this;
- credit your account with the amount of that BPAY®; and
- tell you how ANZ can assist you, if possible, in making the payment as soon as possible.

A linked ANZ credit card account can only be used to make a BPAY® if the biller accepts credit card payment. If the biller does not accept credit card payment but you want to pay from a credit card account, payment will be by way of a cash advance.

You are not authorised to give a biller code to any person in order to receive payments owing to you. Biller codes may only be used by authorised billers to receive payment of bills issued by that biller. The terms and conditions of use of BPAY® will not apply to any use by you of biller codes in this way.

ANZ Travel Account Validity

ANZ Travel Account must only be used within the 'valid from' and 'until end' dates provided with the Account.

Lost or stolen ANZ Travel Accounts, Misuse of ANZ Travel Account, Password, PIN or Telecode

If you report that an ANZ Travel Account's details have been lost or stolen, the ANZ Travel Account will be cancelled as soon as the report is made. You must not use the ANZ Travel Account once the report is made.

You must make a report to ANZ immediately you become aware or suspect that your password, username, PIN, CRN or Telecode is disclosed or used without your authority, or lost. You must not then continue to use your password, username, PIN, CRN or Telecode. ANZ will cancel it and arrange for you to select a new username, password, PIN or Telecode, or to be provided with a new CRN.

The best way to make the report is to call ANZ on the telephone numbers listed at the back of this booklet. If ANZ's telephone reporting service is unavailable, you must report the loss, theft or misuse to any ANZ branch. Your account terms and conditions outline how you can make a report if ANZ's telephone reporting service is unavailable or you are overseas.

Cancellation of ANZ Travel Accounts or Electronic Access

ANZ may cancel any ANZ Travel Account, CRN or electronic access without prior notice if:

- ANZ believes that use of the ANZ Travel Account or electronic access may cause loss to the account holder or to ANZ;
- the account is an inactive account;
- all the accounts which the ANZ Travel Account may access have been closed;
- the account has been overdrawn, or you have exceeded your agreed credit limit; or
- on giving you not less than three months written notice.

ANZ may also at any time suspend your right to participate in the ANZ BPAY[®] Scheme.

The Principal or any Authorised Signatory may cancel an ANZ Travel Account at any time by sending ANZ a written request or by calling ANZ on the relevant number listed at the back of this booklet. ANZ may require written confirmation.

You can request ANZ to de-register you from ANZ Internet Banking at any time by Securemail or by calling the relevant number listed at the back of this booklet.

Withdrawal of Electronic Access

ANZ may withdraw your electronic access to accounts (including by BPAY®) without prior notice if:

- electronic equipment malfunctions or is otherwise unavailable for use;
- a TMC refuses to accept your ANZ Travel Account;
- any one of the accounts is overdrawn or will become overdrawn, or is otherwise considered out of order by ANZ;
- ANZ believes your access to accounts through electronic equipment may cause loss to the account holder or to ANZ;
- ANZ believes that the quality or security of your electronic access process or ANZ's systems may have been compromised;
- all the accounts which you may access using ANZ Phone Banking or ANZ Internet Banking have been closed or are inactive; or
- ANZ suspects you of being fraudulent or engaging in inappropriate behaviour, unless this is prohibited by law.

ANZ may at any time change the types of accounts that may be operated, or the types of electronic transactions that may be made through particular electronic equipment.

Password, PIN and Telecode Security

You must keep your password, PIN and Telecode secure. Failure to do so may increase your liability for any loss.

Warning: You must not use your birth date or an alphabetical code which is a recognisable part of your name as a password, or select a Telecode which has seven sequential numbers, for example, '1234567' or where all numbers are the same, for example, '1111111'. If you do, you may be liable for any loss suffered from an unauthorised transaction.

You must not:

- disclose your password, PIN or Telecode to any other person;
- allow any other person to see you entering, or overhear you providing, your password, PIN or Telecode;
- record your password, PIN or Telecode on any article carried with or placed near you that is liable to loss, theft or abuse at the sametime as your ANZ Travel Account (unless your password, PIN or Telecode is reasonably disguised).

Warning: You should avoid accessing ANZ Phone Banking through telephone services which record numbers dialled – for example hotels which do this for billing purposes. In these situations you should obtain access to ANZ Phone Banking through an ANZ customer service operator.

To assist you, ANZ publishes security guidelines. A copy of the current guidelines is available at www.anz.com

Unauthorised transactions

(a) When ANZ is liable

ANZ will be liable for losses incurred by the account holder that:

- are caused by the fraudulent or negligent conduct of ANZ's employees or agents or companies involved in networking arrangements or of merchants or their agents or employees;
- relate to any forged, faulty, expired or cancelled part of the electronic access process;
- arise from transactions that require the use of any ANZ Travel Account, password, PIN or Telecode that occur before you have received access to the ANZ Travel Account, password, PIN or Telecode (including a reissued ANZ Travel Account, password, PIN or Telecode);
- result from the same electronic transaction being incorrectly debited a second or more subsequent time to the same account;
- result from an unauthorised transaction that occurs after you have notified ANZ that any ANZ Travel Account has been misused, lost or stolen or that the security of your password, PIN or Telecode has been breached; or

- result from an unauthorised transaction if it is clear that you have not contributed to the losses.

(b) When the account holder is liable

If ANZ can prove on the balance of probability that you contributed to the loss arising from the unauthorised transaction:

- through your fraud;
- by voluntarily disclosing a password, PIN or Telecode to anyone, including a family member or friend;
- by keeping a record of the password, PIN or Telecode (without making any reasonable attempt to disguise it):
 - (i) on the ANZ Travel Account or with the CRN;
 - (ii) on any article carried with the card or the CRN; or
 - (iii) which may be lost or stolen at the same time as the card or CRN;
- by using your birth date or an alphabetic code which is a recognisable part of your name as a password, PIN or Telecode; or
- by otherwise acting with extreme carelessness in failing to protect the security of your password, PIN or Telecode;

the account holder is liable for the actual losses which occur before ANZ is notified of the loss or disclosure of your password, PIN or Telecode.

Where you must use more than one of your passwords, PINs or Telecodes to perform an ANZ Internet Banking transaction, and you voluntarily disclose, or keep a record of, one or more of them (but not all of them) the account holder will only be liable under this clause if the disclosure or record was the dominant contributing cause of the losses.

If, after you become aware of the loss, theft or breach of the security of your password, PIN, Telecode or the ANZ Travel Account, you unreasonably delay notifying ANZ, the account holder will be liable for losses incurred between:

- the time you first became aware of any of the events described above, or in the case of loss or theft of a ANZ Travel Account, should reasonably have become aware of the loss or theft; and
- the time ANZ is actually notified of the relevant event.

However, you are not liable for any loss:

- which, over a set period of time, is greater than the transaction limit for that period;
- caused by overdrawing your account or exceeding any agreed credit limit;
- where ANZ has agreed the account could not be accessed electronically; or
- as a result of conduct that ANZ expressly authorised you to engage in, or losses incurred as a result of you disclosing, recording or storing a password, PIN or Telecode 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 authorised by ANZ.

If it is not clear whether you have contributed to the loss caused by an unauthorised transaction and where a password, PIN or Telecode was required to perform the unauthorised transaction, the account holder is liable for the least of:

- \$150 (unless the account is used for business purposes); or
- the actual loss at the time ANZ is notified of the loss, theft or unauthorised use of the ANZ Travel Account or that the security of the password, PIN or Telecode has been breached (but not any loss incurred on any one day if the amount is greater than the daily transaction limit or other periodic transaction limit (if any)); or
- the balance of the account, including any prearranged credit from which value was transferred in the unauthorised transaction.

Equipment Malfunction

ANZ is responsible to the account holder for any loss caused by the failure of equipment to complete a transaction that was accepted in accordance with your instructions.

However, if you were aware or should have been aware that the equipment was 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.

You are solely responsible for your own PC anti-virus and security measures, and those of any authorised user, to help prevent unauthorised access via ANZ Internet Banking to your transactions and linked accounts.

Liability Under the Bpay® Scheme

(a) General

You should note that:

- if you advise ANZ that a BPAY® made from a linked account is unauthorised, you should first give ANZ your written consent to obtain from the biller information about your linked account with that biller or the BPAY® payment, (including your CRN) as ANZ reasonably requires to investigate the BPAY®. This should be addressed to the biller who received the BPAY®. If you do not do this, the biller may not be permitted by law to disclose to ANZ the information ANZ needs to investigate or rectify that BPAY® payment;
- if you discover that the amount you instructed ANZ to pay was less than the amount you needed to pay, you can make another BPAY® for the shortfall. If for any reason you cannot make a BPAY® for the shortfall, you can ask ANZ to arrange for a reversal of the initial payment and you can make a second payment for the correct amount. If you discover that the amount you instructed ANZ to pay was more than the amount you needed to pay, you can ask ANZ to request a reversal of the initial payment from the biller on your behalf, and if this occurs, you can make a second payment for the correct amount.

(b) ANZ's liability

Where you use your account for personal purposes, ANZ's liability under the BPAY® Scheme is as set out under 'Unauthorised Transactions'.

Where you use your account for business purposes, ANZ will not be liable to you under the BPAY® Scheme except in the circumstances set out in this clause.

Unauthorised Payments

If a BPAY[®] is made in accordance with a payment direction, which appeared to ANZ to be from you or on your behalf, but which you did not in fact authorise, ANZ will credit your account with the amount of that unauthorised payment. However, you must pay ANZ the amount of that payment if:

- (i) ANZ cannot recover the amount from the person who received it within 20 Banking Business Days of ANZ attempting to do so; and
- (ii) the payment was made as a result of a payment direction which did not comply with ANZ's prescribed security procedures.

Fraudulent Payments

If a BPAY[®] is induced by the fraud of a person involved in the BPAY[®] Scheme, then that person should refund you the amount of the fraud-induced payment. However, if that person does not refund you that amount, you must bear the loss unless some other person involved in the BPAY[®] Scheme knew of the fraud or would have detected it with reasonable diligence, in which case that person must refund you the amount of the fraud-induced payment.

Mistaken Payments

If you discover that a BPAY[®] has been made to a person, or for an amount, which is not in accordance with your instructions (if any), and your account was debited for the amount of that payment, ANZ will credit that amount to your account. However, if you were responsible for a mistake resulting in that payment and ANZ cannot recover the amount of that payment from the person who received it within 20 Banking Business Days of ANZ attempting to do so, you must pay that amount to ANZ.

You acknowledge that the receipt by a biller of a mistaken or erroneous payment does not or will not, under any circumstances, constitute part or whole satisfaction of any underlying debt owed between you and that biller.

(c) Consequential loss

ANZ is not liable for any consequential loss or damage you suffer as a result of using the Bpay[®] Scheme, other than due to any loss or damage you suffer due to ANZ's

negligence or in relation to any breach of a condition or warranty implied by law in contracts for the supply of goods and services and which may not be excluded, restricted or modified at all or only to a limited extent.

Indemnity

To the extent permitted by law, you 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 you:

- (i) did not observe your obligations under; or
 - (ii) acted negligently or fraudulently in connection with;
- these Conditions of Use.

Changes to the Electronic Banking Conditions of Use

ANZ can change the Electronic Banking Conditions of Use at any time. ANZ will give you 20 days prior written notice of any changes which:

- impose or increase charges relating solely to the use of electronic equipment;
- increase your liability for losses relating to electronic transactions; or
- change your daily transaction limit or other periodical transaction limit applying to the use of electronic equipment.

Schedule

ANZ Travel Account Authorised User Conditions of Use

Unless you have already agreed in writing to accept these ANZ Travel Account Authorised User Conditions of Use, your first use of the ANZ Travel Account ('the ANZ Travel Account') will automatically indicate your agreement to the following ANZ Travel Account Authorised User Conditions of Use.

Definitions

For the purposes of these Conditions of Use, the following words have the following meanings. Words defined in the ANZ Travel Account Facility Terms and Conditions will have the same meaning in these Conditions of Use unless the context requires otherwise.

'ANZ' means Australia and New Zealand Banking Group Limited ABN 11 005 357 522;

'ANZ Business Day' means any day Monday to Friday on which ANZ is open for business in at least one (1) of its branch locations in Australia;

'Authorised Signatory' means the person(s) designated by the Principal with authority to maintain the ANZ Travel Account (including but not limited to changing limits, opening and closing ANZ Travel Accounts, adding and removing Authorised Users);

'Authorised User' or **'You'** means the person who from time to time is issued with access to an ANZ Travel Account as an authorised designated user of the ANZ Travel Account at the request of the Principal or any Authorised Signatory for the purpose of accessing the Principal's Billing Account, subject to and in accordance with these ANZ Travel Account Authorised User Conditions of Use;

'Facility Limit' means the aggregate Facility Limit approved by ANZ applicable to the Principal's Billing Account;

'ANZ Travel Account' refers to an ANZ Travel Account where access has been issued to an Authorised User at the request of the Principal for the purposes of operating the Principal's Billing Account;

'Principal' means the entity who has applied for an ANZ Travel Account Facility subject to these ANZ Travel Account Facility Terms and Conditions;

‘Principal’s Billing Account’ means the Principal’s ANZ Travel Account Billing Account;

‘TMC’ means the Travel Management Company designated by the Principal;

‘Unauthorised Transaction’ means an ANZ Travel Account transaction which has been processed to the ANZ Travel Account but was not authorised in any way by the Authorised User.

1 ANZ Travel Account Use

1.1 You must only use your ANZ Travel Account wholly or predominantly for or in connection with the purposes of carrying on or establishing the Principal’s trade, business or profession and not for your private or domestic use and all purchases must be made with a Travel Management Company (‘TMC’) as designated by the Principal.

The ANZ Travel Account entitles You to purchase services in connection with business air travel offered by VISA’s contracting partners worldwide up to the limit set for the ANZ Travel Account.

By prior written agreement with a TMC, the Principal may register its ANZ Travel Account details with that TMC in order that You may be able to purchase services in connection with business air travel. The Principal is obliged to inform both ANZ and the TMC, in writing, of the names and complete addresses of all Authorised Users who are entitled to purchase services in connection with business air travel and to bill these purchases directly to the Principal by use of the ANZ Travel Account Facility.

You must not use your ANZ Travel Account for any unlawful purpose, including the purchase of goods or services prohibited by the laws of the jurisdiction you are in.

1.2 The ANZ Travel Account is only valid and can only be used if it has not expired. The ANZ Travel Account expires when the ‘until end’ or ‘valid to’ date, provided as part of the ANZ Travel Account, has passed. The Principal must destroy all ANZ Travel Account details once they expire.

1.3 The ANZ Travel Account will normally be honoured by a TMC displaying the Visa logo. However, the ANZ Travel Account promotional material displayed on any premises cannot be taken as a warranty by the TMC or any person

carrying on business there that all business air travel services available at those premises may be purchased with the ANZ Travel Account.

Unless required by law, ANZ does not accept any liability if any TMC displaying the Visa logo refuses to accept or honor the ANZ Travel Account. Nor does ANZ accept any liability for goods or services purchased with the ANZ Travel Account. Any complaints must be resolved with the TMC as the case may be.

1.4 International use of the ANZ Travel Account may become subject to Australian Exchange Control requirements at any time. Details of requirements, if any, may be obtained from ANZ branches upon request.

2 Principal's Billing Account

The Principal's Billing Account is the only account approved by ANZ to be accessed by an ANZ Travel Account.

3 Individual Monthly ANZ Travel Account Limit

The individual monthly ANZ Travel Account limit applicable to an ANZ Travel Account is the amount notified to you by the Principal from time to time. The outstanding aggregate of transactions must not at any time exceed the individual monthly ANZ Travel Account limit.

4 ANZ Travel Account Cancellation

4.1 The ANZ Travel Account can only be used until cancelled by ANZ. ANZ reserves the right to cancel the ANZ Travel Account at any time without notice to you if ANZ believes continued use of the ANZ Travel Account may cause a loss to either the Principal or ANZ, or if the Principal directs ANZ to cancel the ANZ Travel Account.

If you are notified that the ANZ Travel Account has been cancelled by ANZ or the Principal, you will no longer be authorised to access the Principal's Billing Account.

4.2 You and the Principal are jointly and severally liable to ANZ for any transaction arising out of use of the ANZ Travel Account after you have been notified by ANZ or the Principal (as the case may be) of the cancellation of the ANZ Travel Account.

5 Reporting Unauthorised Transactions

5.1 You should immediately notify the Principal or ANZ of:

- (i) any Unauthorised Transaction(s) including any unauthorised mail, internet or telephone order transaction(s); or
- (ii) the loss or theft of the details of the ANZ Travel Account.

You will be required to give ANZ all the information you know about how the unauthorised transaction occurred or the loss or theft of the details of the ANZ Travel Account.

Until ANZ receives notice from you or the Principal of the unauthorised transaction or the loss or theft of personal information relating to the ANZ Travel Account, you and the Principal are jointly and severally liable for any transaction(s) arising out of the use of the ANZ Travel Account, but liability will not exceed \$50 in respect of such ANZ Travel Account.

5.2 Lost or stolen details of ANZ Travel Accounts or Misuse of ANZ Travel Accounts

If you report that any ANZ Travel Account details have been lost or stolen, the ANZ Travel Account will be cancelled as soon as the report is made. You must not use the ANZ Travel Account once the report is made. If you recover the lost or stolen details of the ANZ Travel Account, you must destroy the ANZ Travel Account details and notify ANZ immediately.

The best way to make the report is to call ANZ on the telephone numbers listed at the back of this booklet. If ANZ's telephone reporting service is unavailable, you must report the loss, theft or misuse to any ANZ branch.

Your account terms and conditions outline how you can make a report if ANZ's telephone reporting service is unavailable or you are overseas.

5.3 If your ANZ Travel Accounts' details are lost or stolen outside Australia, you must notify a bank displaying the Visa logo or contact ANZ 24 hour Emergency Service on the reverse charges number (refer to the Directory of Services brochure which will be provided to you by the Principal). The liability in respect of any ANZ Travel Account details lost/stolen outside Australia is the same as for any ANZ Travel Account details lost/stolen in Australia and described in Condition 7.1.

6 Variation of these Conditions of Use

ANZ reserves the right to vary these ANZ Travel Account Authorised User Conditions of Use from time to time by notice to the Principal in writing. It is the responsibility of the Principal to notify you of any such variation. You will be deemed to have received any notice of the variation from ANZ five (5) business days after the Principal receives the notice.

ANZ may give you notice of a variation of these ANZ Travel Account Authorised User Conditions of Use by notice in a daily or national newspaper and such notice will be deemed effective when the notice was first published.

7 Transaction Amount Controls and Merchant or TMC Controls

7.1 Your use of the ANZ Travel Account may be limited by the Principal to a specified transaction amount ('the restricted amount'). The Principal will notify you of any such restriction and in this event you must not attempt to use the ANZ Travel Account to exceed the restricted amount.

7.2 Your use of the ANZ Travel Account may be restricted by the Principal in such a way that it may be declined at certain types of merchants or TMCs for the purchase of services in connection with business air travel (called a 'restricted merchant' or a 'restricted TMC'). The Principal will notify you of any such restriction. You must not attempt to use your ANZ Travel Account at any restricted merchant or any restricted TMC.

7.3 You and the Principal are jointly and severally liable for any transaction amount arising from your use of the ANZ Travel Account:

- (i) in breach of this condition; or
- (ii) which exceeds the Restricted Amount in the event ANZ's electronic banking system malfunctions, or electronic equipment malfunctions, or the transaction amount is below an amount which requires a TMC to seek authorisation; or

(iii) at a restricted merchant or a restricted TMC in the event ANZ's electronic banking system malfunctions or electronic equipment malfunctions, or the transaction amount is below an amount which requires a merchant or TMC to seek authorisation or because a merchant category code used by other financial institution participants involved in the transaction is different to the merchant category code used by ANZ.

8 Monitoring Enquiries and Transactions

ANZ may, at its discretion, monitor enquiries or monitor transactions made over the telephone. This is done for reasons of accuracy, security or service.

9 Governing Laws

These ANZ Travel Account Authorised User Conditions of Use are governed by the laws of the State of Victoria and the Commonwealth of Australia.

