

ANZ MONEY MARKET DEPOSIT TERMS AND CONDITIONS

AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED (ABN 11 005 357 522)
VERSION: NOVEMBER 2023



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PART A INTRODUCTION

1. ISSUER

Deposit Products are issued by ANZ.

2. DEPOSIT PRODUCT OVERVIEW

The table below gives an overview of the key features of each Deposit Product offered by ANZ under these Terms. It does not purport to be complete and must be read in conjunction with the remainder of these Terms.

	At Call Deposit (PART C)	Fixed Rate Term Deposit (PART D)		Floating Rate Term Deposit (PART E)	Switch Rate Term Deposit (PART F)
	AUD	AUD	Foreign Currency	AUD	AUD
Product Description	A callable AUD deposit that pays a variable interest rate (Previously known as 11am Deposits)	A deposit that pays a fixed rate of interest for a term. A Fixed Rate Term Deposit is available in AUD	A deposit that pays a fixed rate of interest for a term. A Fixed Rate Term Deposit is available in a selection of foreign currencies	A deposit that pays (or charges) interest based on BBSW plus a margin for a term. A Floating Rate Term Deposit is available in AUD	A deposit that switches between paying (or charging) a fixed rate of interest and paying (or charging) interest based on BBSW plus a margin for the term. A Switch Rate Term Deposit is available in AUD
For Wholesale Clients only	No	No	No	Yes	Yes
Minimum Deposit Amount	AUD500,000	AUD500,000	Equivalent of AUD500,000	AUD500,000	AUD500,000
Term	At call	7 days to 5 years Other terms may be available from time to time	1 month to 2 years Other terms may be available from time to time	12 months to 5 years Other terms may be available from time to time	12 months to 5 years Other terms may be available from time to time
Interest	Rate determined by ANZ daily	Fixed rate (the rate quoted by ANZ and fixed for the term)	Fixed rate (the rate quoted by ANZ and fixed for the term)	Floating Rate (BBSW plus a margin)	During a Fixed Rate Period, fixed rate (the rate quoted by ANZ and fixed for the Fixed Rate Period) During a Floating Rate Period, the Floating Rate (BBSW plus a margin).
Switching	Not applicable	Not applicable	Not applicable	Not applicable	Switches between Fixed Rate Periods and Floating Rate Periods can be made during the term. All switches must be agreed at the commencement of the Switch Rate Term Deposit

	At Call Deposit (PART C)	Fixed Rate Term Deposit (PART D)		Floating Rate Term Deposit (PART E)	Switch Rate Term Deposit (PART F)
	AUD	AUD	Foreign Currency	AUD	AUD
Withdrawal / Maturity	Funds are available for withdrawal daily (subject to applicable cut-off times)	Designed to be held to maturity	Designed to be held to maturity	Designed to be held to maturity	Designed to be held to maturity

3. APPLICATION OF TERMS

The Terms govern each Deposit Product you invest in. See Section 50 for information on variations to these Terms.

4. RETAIL CLIENT AND WHOLESALE CLIENT

- 4.1 ANZ may refuse to issue a Floating Rate Term Deposit or a Switch Rate Term Deposit unless ANZ is satisfied that you are a Wholesale Client.
- 4.2 Before issuing a Floating Rate Term Deposit or a Switch Rate Term Deposit, ANZ may require you provide evidence that you are a Wholesale Client.
- 4.3 ANZ will treat you as a Retail Client for the purposes of a Deposit Product unless it is satisfied that you are a Wholesale Client.

5. BANKING CODE OF PRACTICE

The Banking Code of Practice may apply to you if you are an individual or a small business (as defined in the Banking Code of Practice). Where the Banking Code of Practice applies to you, ANZ is bound by the Banking Code of Practice when we provide our products and services to you. A copy of the Banking Code of Practice is available at <https://www.ausbanking.org.au/banking-code/>.

PART B INVESTING IN A DEPOSIT PRODUCT

6. HOW TO INVEST IN A DEPOSIT PRODUCT

- 6.1 You must nominate a bank account or an account with Austraclear in the same currency as your Deposit Product and in the same name as your Deposit Product into which withdrawals from or proceeds on maturity of your Deposit Product are to be paid, and into which interest may be paid and, where applicable, from which interest may be deducted ("**Nominated Account**").
- 6.2 You may invest in a Deposit Product by transferring funds to ANZ using:
 - (a) telegraphic transfer;
 - (b) direct debit from an ANZ bank account;
 - (c) Austraclear/SWIFT; or
 - (d) Real Time Gross Settlement (RTGS) / Electronic Funds Transfer (EFT).
- 6.3 Before ANZ can issue you with a Deposit Product on a particular Business Day, you must transfer cleared funds to ANZ on that Business Day.

7. OPENING A JOINT ACCOUNT

Where a Deposit Product is held jointly by one or more persons, the following terms apply:

- (a) the credit balance of a joint Deposit Product is held jointly by all Deposit Product holders. This means each Deposit Product holder has the right to the whole balance of the Deposit Product;
- (b) each joint Deposit Product holder is jointly and severally responsible to us for any liability in relation to the Deposit Product;

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- (c) if a joint Deposit Product holder dies or ceases to exist, the balance of the Deposit Product will be treated as being owned by the surviving Deposit Product holder(s);
- (d) where the Deposit Product is held in the name of co-trustees, a partnership or other entity comprising more than one person, each person holds the Deposit Product jointly and on the retirement of any joint Deposit Product holder, or the admission of any new joint Deposit Product holder, the Deposit Product will be treated as owned by the remaining persons or the resulting persons (as the case may be);
- (e) unless instructed otherwise in writing by a joint Deposit Product holder, ANZ may act on the instructions of one joint Deposit Product holder, acting alone, on the basis that each joint Deposit Product holder will be able to operate the Deposit Product individually; and
- (f) where the instructions of only one joint Deposit Product holder are required to operate the Deposit Product, a joint Deposit Product holder can instruct ANZ in writing to change the account authority so that the instructions of all joint Deposit Product holders are required to operate the Deposit Product.

8. INVESTING IN A DEPOSIT PRODUCT BY TRUSTEE OR AGENT

- 8.1 Unless you have disclosed that you are acting in the capacity of a trustee or as agent on behalf of another party, you warrant that you are acting as principal in entering into this agreement.
- 8.2 If you are acting as agent on behalf of another entity entering into a Deposit Product, you:
 - (a) agree to be subject to the same obligations under these Terms as if you were entering into the Deposit Product on your own behalf; and
 - (b) warrant and represent to ANZ that you have the full capacity and authority to enter into the Deposit Product on behalf of the other person.
- 8.3 If you are acting as the trustee of a trust in entering a Deposit Product, you must:
 - (a) advise ANZ of the resignation or appointment of any trustees of the trust or of any director of a company that is acting as a trustee;
 - (b) ensure any new trustee accepts your obligations to ANZ under these Terms. ANZ may treat any new trustee as authorised to act on behalf of the trust in respect of these Terms and any Deposit Product.

9. JOINT AND SEVERAL LIABILITY

If you are a trustee, partnership or other entity comprising more than one person or you hold a Deposit Product jointly with another person, each partner, trustee, or person will be jointly and severally liable for your obligations under these Terms and references to you in these Terms means each of those persons.

PART C AT CALL DEPOSIT

10. MINIMUM DEPOSIT AMOUNT

- 10.1 To invest in an At Call Deposit, you must deposit with ANZ a Minimum Deposit Amount of AUD500,000 or such other amount agreed by ANZ in cleared funds.
- 10.2 You must maintain at least the Minimum Deposit Amount during the term of your At Call Deposit, unless otherwise agreed by ANZ.
- 10.3 Additional funds can be added to your current At Call Deposit daily. ANZ may from time to time set a minimum transaction size for deposits.

11. TERM

Funds in an At Call Deposit are held on deposit until called.

12. INTEREST

- 12.1 The initial interest rate that will apply to your At Call Deposit will be the rate ANZ quotes to you before you enter the At Call Deposit and that is set out in the relevant confirmation sent to you by ANZ under clause 31.1. The interest rate is set by ANZ daily and may change at our discretion. We will notify you of any change to the interest rate promptly after the rate changes.
- 12.2 Interest is calculated daily on the closing balance of your At Call Deposit. The daily interest rate is the percentage rate per annum set by ANZ divided by the applicable Day Count Convention.

12.3 Interest is paid monthly in arrear on the first Business Day of each calendar month or, if earlier, upon termination of your At Call Deposit.

12.4 At the time you invest in your At Call Deposit, you may instruct ANZ to pay interest to you by:

- (a) crediting interest to your Nominated Account; or
- (b) reinvesting the interest amount in your At Call Deposit.

Failing any instruction being received from you, interest will be credited to your At Call Deposit upon being paid by ANZ under clause 12.3.

13. WITHDRAWAL

13.1 Funds are available for withdrawal daily on any Business Day provided instructions reach ANZ before 4pm (Sydney time) on that day.

13.2 Requests for withdrawals received after 4pm (Sydney time) will be processed the following Business Day.

13.3 ANZ may from time to time set a minimum amount for withdrawals.

14. UNCLAIMED MONEYS AND INACTIVE AT CALL DEPOSITS

14.1 If you do not operate your At Call Deposit by making a deposit or withdrawal for 7 years (or another period specified under the Banking Act 1959 (Cth)) and the At Call Deposit has a balance of AUD500 or more, ANZ may be required by law to send the funds to the Australian Government as unclaimed money.

14.2 While you can reclaim your money at any time from the Australian Government, ANZ suggests you regularly operate your At Call Deposit to avoid this inconvenience.

PART D FIXED RATE TERM DEPOSIT

15. MINIMUM DEPOSIT AMOUNT

15.1 To invest in a Fixed Rate Term Deposit, you must deposit with ANZ in cleared funds a Minimum Deposit Amount of:

- (a) for an AUD Fixed Rate Term Deposit, AUD500,000;
- (b) for a Foreign Currency Fixed Rate Term Deposit, the Equivalent of AUD500,000; or
- (c) such other amount agreed by ANZ.

15.2 You may not add additional funds to a Fixed Rate Term Deposit before maturity. Any additional deposits equal to or greater than the Minimum Deposit Amount may be accepted by ANZ and will be treated as a separate Fixed Rate Term Deposit. The interest rate for any new Fixed Rate Term Deposit may differ to existing deposits you may already have.

16. TERM

16.1 The table below sets out the terms available for a Fixed Rate Term Deposit.

Product	Minimum Term	Maximum Term
AUD Fixed Rate Term Deposit	7 days	5 years
Foreign Currency Fixed Rate Term Deposit	1 month	2 years

16.2 Other terms may be available from time to time. The term of your Fixed Rate Term Deposit will be agreed with you at the time of your deposit and will be stated in the relevant confirmation sent to you by ANZ under clause 31.1.

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17. INTEREST

- 17.1 The interest rate applicable to your Fixed Rate Term Deposit will be the rate ANZ quotes to you before you enter a Fixed Rate Term Deposit and will be set out in the relevant confirmation sent to you by ANZ under clause 31.1. The interest rate will remain fixed for the term of the Fixed Rate Term Deposit.
- 17.2 Interest is calculated daily on the amount of your Fixed Rate Term Deposit. The applicable daily interest rate is the annual percentage rate divided by the applicable Day Count Convention.
- 17.3 Interest is paid by ANZ in arrear on maturity unless otherwise agreed between you and us.
- 17.4 At the time you invest in your Fixed Rate Term Deposit, you may instruct ANZ to pay interest to you by:
- (a) crediting interest to your Nominated Account; or
 - (b) reinvesting it with your principal at maturity as a new Fixed Rate Term Deposit (see clause 18.2 below).

Failing any instruction being received from you, interest will be credited to your Nominated Account upon being paid by ANZ under clause 17.4. If we are unable to credit your Nominated Account, we will ask you to provide new account details for the crediting of interest.

18. MATURITY

- 18.1 It is your responsibility to advise ANZ of your requirements for your Fixed Rate Term Deposit when it matures.
- 18.2 You may instruct us to do the following at maturity of the Fixed Rate Term Deposit:
- (a) reinvest some or all of the funds from your maturing Fixed Rate Term Deposit (including interest and any additional funds you wish to invest, as applicable) in a new Fixed Rate Term Deposit (subject to the Minimum Deposit Amount requirement); or
 - (b) reinvest in another Deposit Product.
- 18.3 Any funds not reinvested by you including where you fail to provide ANZ with instructions will be paid to your Nominated Account on maturity.

PART E FLOATING RATE TERM DEPOSIT

19. MINIMUM DEPOSIT AMOUNT

- 19.1 To invest in a Floating Rate Term Deposit, you must deposit in cleared funds with ANZ a Minimum Deposit Amount of AUD500,000 or such other amount agreed by ANZ.
- 19.2 Additional funds cannot be added to an existing Floating Rate Term Deposit before maturity. Any additional deposits equal to or greater than the Minimum Deposit Amount will be accepted by ANZ and will be treated as a separate Floating Rate Term Deposit. The interest rate for any new Floating Rate Term Deposit may differ to existing deposits you may already have. A Floating Rate Term Deposit may only be invested in AUD.

20. TERM

- 20.1 The terms available for a Floating Rate Term Deposit range between 12 months and 5 years.
- 20.2 Other terms may be available from time to time. The term of your Floating Rate Term Deposit will be agreed at the time of your deposit and will be stated in the relevant confirmation sent to you by ANZ under clause 31.1.

21. INTEREST

- 21.1 This clause is subject to Part H (Negative Interest).
- 21.2 The interest rate that will apply to your Floating Rate Term Deposit will be the **Floating Rate** (BBSW plus a margin). The margin is agreed with you at the time you invest in the deposit and set out in the relevant confirmation sent to you by ANZ under clause 31.1. Interest is paid and, if applicable, charged by ANZ monthly, quarterly or as otherwise agreed between you and us in arrear (each a "**Floating Rate Interest Period**" in respect of a Floating Rate Term Deposit). The Floating Rate Interest Period will be set out in the relevant confirmation sent to you by ANZ under clause 31.1.
- 21.3 The Floating Rate is determined by ANZ at the start of each Floating Rate Interest Period and may be less than 0% per annum and is fixed for such period.
- 21.4 Interest is calculated daily on the amount of your Floating Rate Term Deposit. The daily applicable interest rate is the Floating Rate divided by the applicable Day Count Convention.

21.5 If interest is to be paid to you, it will be credited to your Nominated Account on each interest payment date. If interest is to be paid by you, the amount may be debited from your Nominated Account if it is an ANZ account (or, if it is an account with a bank other than ANZ, if you have provided authority to do so) or if you have nominated an Austraclear account we will send a request through the Austraclear system for you to make payment. Any amounts owed to ANZ and unpaid by the relevant due date will accrue interest at the Official Cash Rate published by the Reserve Bank of Australia (with any rate lower than zero being deemed to be zero). Interest will be calculated on a daily compounded basis and actual number of days elapsed.

22. MATURITY

22.1 It is your responsibility to advise ANZ of your requirements for your Floating Rate Term Deposit when it matures.

22.2 You may instruct us to do any of the following at maturity of the Floating Rate Term Deposit:

- (a) reinvest some or all of the funds from your maturing Floating Rate Term Deposit (including any additional funds you wish to invest, as applicable) in a new Floating Rate Term Deposit for an agreed margin and term (subject to the Minimum Deposit Amount requirements); or
- (b) reinvest in another Deposit Product.

22.3 Where we have not received any instructions under clause 22.2 on or before the maturity date, we will credit your funds to your Nominated Account on maturity.

PART F SWITCH RATE TERM DEPOSIT

23. MINIMUM DEPOSIT AMOUNT

23.1 To invest in a Switch Rate Term Deposit, you must deposit with ANZ in cleared funds a Minimum Deposit Amount of AUD500,000 (or such other amount agreed by ANZ). ANZ will only accept AUD for a Switch Rate Term Deposit.

23.2 You cannot add additional funds to a Switch Rate Term Deposit before maturity. Any additional deposits equal to or greater than the Minimum Deposit Amount may be accepted by ANZ and will be treated as a separate Switch Rate Term Deposit. The interest rates for any new Switch Rate Term Deposit may differ to any existing deposits you may already have.

24. SWITCHING

24.1 The rate of interest payable (or charged) during the term of a Switch Rate Term Deposit switches between a fixed rate and a Floating Rate during the term of the deposit. The period of time where the fixed rate applies is a "**Fixed Rate Period**" and the period of time where a Floating Rate applies is a "**Floating Rate Period**".

24.2 Your Switch Rate Term Deposit, may have:

- (a) an initial Fixed Rate Period which switches to a Floating Rate Period for the remainder of the term on a specified date; or
- (b) an initial Floating Rate Period which switches to a Fixed Rate Period for the remainder of the term on a specified date; or
- (c) multiple switches between a Fixed Rate Period and a Floating Rate Period, each switch occurring on a specified date.

However, all the terms of the Switch Rate Term Deposit (including the dates of switches between Fixed Rate Periods and Floating Rate Periods, and the interest rates applicable to each Fixed Rate Period and Floating Rate Period) must be agreed with you at the time of your deposit and will be stated in the relevant confirmation sent to you by ANZ under clause 31.1.

25. TERM

25.1 The term available for a Switch Rate Term Deposit ranges between a minimum of 12 months and maximum of 5 years.

25.2 Other terms may be available from time to time. The term of your Switch Rate Term Deposit will be agreed with you at the time of your deposit and will be stated in the relevant confirmation sent to you by ANZ under clause 31.1.

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26. INTEREST

- 26.1 This clause is subject to Part H (Negative Interest).
- 26.2 The interest rates that will apply to your Switch Rate Term Deposit will be:
- (a) for each Fixed Rate Period, the rate ANZ quotes to you before you enter a Switch Rate Term Deposit and which will be set out in the relevant confirmation sent to you by ANZ under clause 31.1. The interest rate for a Fixed Rate Period may be less than 0% per annum and will remain fixed for the duration of that Fixed Rate Period; and
 - (b) for each Floating Rate Period, the Floating Rate (BBSW plus a margin), where the margin is agreed at the time you invest in the Switch Rate Term Deposit. The Floating Rate may be less than 0% per annum and is fixed for the duration of the Floating Rate Period.
- 26.3 Interest is calculated daily on the amount of your Switch Rate Term Deposit. The daily interest rate is the annual percentage of the applicable rate set out in clauses 26.2(a) or 26.2(b) above divided by the Day Count Convention for AUD.
- 26.4 For each Fixed Rate Period, interest is payable (and, if applicable, charged) by ANZ in arrear at the end of the relevant Fixed Rate Period, or as otherwise agreed between you and us.
- 26.5 For each Floating Rate Period, interest is paid (and, if applicable, charged monthly) quarterly, or as otherwise agreed between you and us in arrear (each a **"Floating Rate Interest Period"** in respect of a Switch Rate Term Deposit).
- 26.6 If interest is to be paid to you, it will be credited to your Nominated Account on each interest payment date. If interest is to be paid by you, the amount may be debited from your Nominated Account if it is an ANZ account (or, if it is an account with a bank other than ANZ, if you have provided authority to do so) or if you have nominated an Austraclear account we will send a request through the Austraclear system for you to make payment. Any amounts owed to ANZ and unpaid by the relevant due date will accrue interest at the Official Cash Rate published by the Reserve Bank of Australia (with any rate lower than zero being deemed to be zero). Interest will be calculated on a daily compounded basis and actual number of days elapsed.

27. MATURITY

- 27.1 It is your responsibility to instruct ANZ of your requirements for your Switch Rate Term Deposit when it matures.
- 27.2 You may instruct us at maturity to:
- (a) reinvest some or all of the funds from your maturing Switch Rate Term Deposit (including any additional funds you wish to invest, as applicable) in a new Switch Rate Term Deposit (subject to the Minimum Deposit Amount requirements); or
 - (b) reinvest in another Deposit Product.
- Any funds not reinvested by you including where you fail to give instructions will be paid to your Nominated Account.
- 27.3 Where we have not received any instructions under clause 27.2 on or before the maturity date, we will credit your funds to your Nominated Account on maturity.

PART G FINANCIAL DIFFICULTY AND EARLY TERMINATION OF DEPOSIT PRODUCT

28. EARLY TERMINATION

- 28.1 If you wish to terminate your Deposit Product before its maturity date, you must make a written request by contacting your ANZ Money Markets Dealer. Other than where clause 28.2 applies to you, or where you have requested early termination on the basis that you are in financial difficulty (as discussed below), termination before maturity is at the absolute discretion of ANZ and ANZ may refuse a termination request at any time without giving reasons.
- 28.2 If you are a Retail Client and you hold a Fixed Rate Term Deposit, you may make a written request to ANZ to terminate your Fixed Rate Term Deposit with 31 days' notice. If you are experiencing financial difficulty, ANZ may (acting reasonably) agree to terminate your Fixed Rate Term Deposit before the 31 day notice period has passed. Otherwise, ANZ will terminate your Fixed Rate Term Deposit on the earlier of the Maturity Date and the date 31 days after ANZ receives your request.
- 28.3 ANZ recommends that you promptly notify ANZ if you encounter any financial difficulty. If you are in financial difficulty ANZ may (acting reasonably) agree to your request to terminate your Deposit Product wholly or in part. Your request must be in writing.

- 28.4 If early termination is permitted by ANZ for any reason, you will be required to pay any applicable early termination cost (as determined in accordance with clause 29 below) which may reduce the amount of accrued interest payable to you (potentially to zero) (or, where applicable increase the amount payable by you).
- 28.5 Unless you are a Retail Client, it may also result in a reduction of principal payable to you. This means that you may receive a net amount that is less than the amount of your principal.
- 28.6 If you are a Retail Client, the early termination cost will never exceed the accrued interest payable to you.

29. DETERMINATION OF EARLY TERMINATION COST

- 29.1 The amount of the early termination cost is calculated by ANZ (acting reasonably) by working out the loss to ANZ, if any, arising because of the early termination. ANZ will notify you of the result of those calculations as soon as practicable after making those calculations. In determining the early termination cost, ANZ considers the time until maturity and movements in the money market rate (being the interest rate that ANZ is charged when borrowing funds from the wholesale money markets) since the relevant Deposit Product was entered into. Early termination costs can incorporate break and administrative costs. The money market rate varies from day to day depending on a number of factors including:
- (a) current market conditions;
 - (b) current cash rate expectations;
 - (c) current liquidity in financial markets; and
 - (d) market pricing of a financial institution's credit risk.
- 29.2 It is not possible to estimate the early termination cost prior to the time an early termination request is actually made. When a request is made, ANZ will estimate the early termination cost and provide you with such information so you can make a decision whether you want to continue with the early termination.

PART H NEGATIVE INTEREST

30. NEGATIVE INTEREST

- 30.1 You must be a Wholesale Client to be issued a Deposit Product to which this Part H applies. This Part H only applies to Floating Rate Term Deposits and Switch Rate Term Deposits. The benchmark interest rate (BBSW) used to determine the Floating Rate for your Floating Rate Term Deposit or during a Floating Rate Period for your Switch Rate Term Deposit may be less than 0% per annum. ANZ may also set the interest rate applicable during a Fixed Rate Period for your Switch Rate Term Deposit at less than 0% per annum.
- 30.2 If:
- (a) the Floating Rate is less than 0%, or
 - (b) ANZ sets the interest rate applicable during a Fixed Rate Period for your Switch Rate Term Deposit at less than 0% per annum,
- then your Deposit Product will have a negative interest rate ("**Negative Interest Rate**").
- 30.3 If a Negative Interest Rate applies to your Deposit Product, you must pay interest to ANZ (instead of ANZ paying interest to you) using the absolute value of the Negative Interest Rate. For example, if the Negative Interest Rate is -1%, then the absolute value of that Negative Interest Rate would be 1% and you must pay ANZ interest at the rate of 1%.

PART I ACCOUNT OPERATION

31. CONFIRMATIONS AND STATEMENTS

- 31.1 We will issue a confirmation for your Deposit Product at investment, reinvestment, maturity and early termination. We will also issue to you an interest statement every six months, or more frequently if you ask and, in the case of At Call Deposits only, every month.
- 31.2 You must carefully review any documents issued by us. You must notify ANZ promptly of any errors or unauthorised transactions.
- 31.3 If you notify ANZ under this clause that you believe that the details of a transaction or ANZ records of a direction, certificate, report, confirmation, statement, notice or other Communications are not correct, each party agrees to discuss in good faith to try to reach agreement on the details that are incorrect.

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31.4 A confirmation or statement will be sent to you in accordance with Part N of these Terms and may be sent via Electronic Communication.

32. CHANGE OF DETAILS

- 32.1 You should notify your ANZ Money Markets Dealer promptly of any changes to your details relevant to your Deposit Product, including your name, address or Nominated Account(s).
- 32.2 Subject to Law, we will not be responsible for any errors or losses associated with any changes to details relevant to your Deposit Product where we have not received prior notice of those changes excluding any Loss caused by any mistake (except a mistake caused by an act or omission of you, your agent or any third party), fraud, negligence or wilful misconduct of ANZ, its agents, representatives or any appointed receivers.

33. CLOSING DEPOSITS

- 33.1 ANZ may terminate a Deposit Product by notice in writing with immediate effect if in ANZ's reasonable opinion providing any Deposit Product would cause ANZ to be in breach of any applicable Law. In this event, we will notify you in writing and will (subject to clause 46 Force Majeure and clause 47 Anti-money laundering and compliance with laws) credit the balance plus (or, if permitted, less) interest (if any) and less any fees and expenses accrued at the closing date and any early termination costs. No funds will be released until they become cleared funds. ANZ may not be able to release funds if they are subject to a dispute.
- 33.2 ANZ is not liable for any Loss resulting from the closure or suspension of your Deposit Product excluding any Loss caused by any mistake (except a mistake caused by an act or omission of you, your agent or any third party), fraud, negligence or wilful misconduct of ANZ, its agents, representatives or any appointed receivers.
- 33.3 In addition to its rights under clause 33.1, ANZ may close an At Call Deposit on reasonable notice. In this event, ANZ will transfer the balance of your At Call Deposit to your Nominated Account. If we are unable to credit your Nominated Account, we will ask you to provide new account details for the crediting of the balance.

PART J FOREIGN CURRENCY PROVISIONS

34. CURRENCY

- 34.1 Without prejudice to ANZ's other rights under these Terms, if at any time in relation to a Deposit Product:
- (a) the denominated currency of the Deposit Product is not readily available to ANZ; or
 - (b) ANZ's payment obligations in the denominated currency of the Deposit Product would contravene a law or regulation applicable to ANZ; or
 - (c) the denominated currency of the Deposit Product ceases to exist, as a lawful or official currency,
- (such currency being "Affected Currency"), then ANZ will, to the extent possible, discuss with you the steps to be taken to re-denominate your Deposit Product into an alternative currency. If you do not provide ANZ with instructions, ANZ may convert some or all Affected Currency payment obligations in respect of that Deposit Product into an alternative currency.
- 34.2 If a European Union member state withdraws from the Economic and Monetary Union but the Euro continues to exist as the lawful or official currency of other European Union member states, then any payment obligations in respect of a Deposit Product denominated in Euro shall continue to be denominated in Euro (even if the deposit holder is incorporated in or performs any obligations in the withdrawing member state or the place for payment is in the withdrawing member state).

35. FOREIGN CURRENCY RISK

- 35.1 Foreign exchange markets are inherently risky and can be volatile.
- 35.2 Where an amount in one currency is to be converted to or determined in another currency, you authorise us to perform the conversion at ANZ's prevailing exchange rate on the day that the conversion is to be performed, even though the rate might include a profit margin to ANZ and so might lead to a reduction in the absolute balance of the deposit. Indicative prevailing exchange rates can be found at www.anz.com.

PART K FEES, CHARGES AND TAXES

36. FEES AND CHARGES

- 36.1 There are currently no fees and charges payable in relation to your Deposit Product other than in respect of:
- (a) early termination costs in accordance with clause Part G;
 - (b) where the circumstances in clause 30 apply with respect to Negative Interest Rates, interest payable by you to ANZ.
- 36.2 ANZ reserves the right to charge fees and charges in the future in relation to a Deposit Product and will notify you of such fees and charges from time to time in accordance with clause 50 (Variations). Any such fees and charges will apply:
- (a) in the case of At Call Deposits, 30 days after the date of the notice; and
 - (b) in all other cases, only to investment in Deposit Products made after the date of the notice.

37. TAXES

- 37.1 You will pay all Taxes applicable to you and payable in connection with any Deposit Product.
- 37.2 Without limiting clause 37.1 above, you authorise ANZ to debit government charges or duties, which may be levied from time to time, from your Deposit Product. These charges will be included in your statement and may vary by each State or Territory.

38. WITHHOLDING AND DEDUCTIONS

- 38.1 Australian law requires that all products earning deposit interest in a tax year may be subject to the tax file number requirements of the Income Tax Assessment Act 1936 (Cth). It is not compulsory for you to provide your tax file number. However, if you choose not to do so, we are required to withhold tax from interest earned unless you are in an exempt category. If you are in an exempt category, you should notify us and provide your exemption certificate number.
- 38.2 Tax file number withholding tax is calculated at the highest marginal tax rate plus Medicare Levy.
- 38.3 ANZ will preserve the confidentiality of your tax file number, which can be recorded for all your Deposit Products, in accordance with the Privacy Act.
- 38.4 ANZ may be required by law or agreement or arrangement with any local or foreign Authority to deduct or withhold amounts on account of Tax from payments made to you in connection with any Deposit Product. Where ANZ is required to make a deduction or withholding, you acknowledge and agree the relevant payment will be reduced by the amount of that deduction or withholding.
- 38.5 If you are required by law to make a deduction or withholding on account of Tax from an amount payable by you to ANZ, the sum payable by you to ANZ (in respect of which such deduction or withholding is required to be made) shall be increased to the extent necessary to ensure ANZ receives a sum net of any deduction or withholding equal to the sum which ANZ would have received had no such deduction or withholding been made or required to be made. You shall make that deduction and any payment required in connection with that deduction within the time allowed and in the minimum amount required by law.
- 38.6 Unless otherwise agreed with ANZ, no invoice for any amount payable by you to ANZ will be issued by ANZ.
- 38.7 When we withhold tax, we calculate the amount withheld on the interest you earned each day in the relevant period as a result of positive interest rates. We disregard any interest charged to you as a result of Negative Interest Rates during that period. You should consider whether you may be entitled to claim a tax refund.

39. WHEN ANZ MAY MAKE DEDUCTIONS

ANZ may debit your Deposit Product, reverse any deposit into your Deposit Product or make a deduction from any credit interest accrued on your Deposit Product:

- (a) to correct an error;
- (b) where ANZ is required to make a withholding or deduction for any applicable Taxes, fees or charges;
- (c) where ANZ is required by any applicable law, sanction or requirement of any competent Authority; or
- (d) where interest is payable by you to ANZ,

and will notify you in writing after making such debit, reversal or deduction.

PART L PRIVACY AND CONFIDENTIALITY

40. PRIVACY

- 40.1 If you do not provide ANZ with some or all of the Personal Information that ANZ may reasonably require for the purpose of providing the products or services under these Terms, ANZ may be unable to provide you with any product or service (including entering into transactions with you).
- 40.2 ANZ may collect and use Personal Information:
- (a) to provide you with information about a transaction, product or service; and
 - (b) to consider and process your request for a transaction, product or service; and
 - (c) to provide a transaction, product or service to you; and
 - (d) to tell you about other transactions, products and services; and
 - (e) to assist in arrangements with other organisations in relation to the promotion or provision of a transaction, product or service; and
 - (f) to manage transactions, products and services and perform administrative and operational tasks; and
 - (g) to consider any concerns or complaints raised by you against ANZ and/or to manage any legal action involving ANZ; and
 - (h) to identify, prevent or investigate any actual or suspected fraud, unlawful activity or misconduct; and
 - (i) to identify you or establish your tax status under any Australian or foreign legislation, regulation or treaty or pursuant to an agreement with any tax or other Authority; and
 - (j) as required by relevant laws, regulations, codes of practice and external payment systems.
- 40.3 ANZ's Privacy Policy (available at <https://www.anz.com.au/privacy/centre/policy/>) contains information about:
- (a) any laws that require or authorise ANZ to collect certain Personal Information and why those laws require ANZ to collect such Personal Information; and
 - (b) the circumstances in which ANZ may collect Personal Information from other sources (including from a third party); and
 - (c) how an individual may:
 - i. access their Personal Information and seek correction of their Personal Information;
 - ii. instruct ANZ that the individual does not want to receive information about other products and services; and
 - iii. raise concerns that ANZ may have breached the Privacy Act or related code, and how ANZ will deal with these matters.

41. DISCLOSURE OF INFORMATION

- 41.1 ANZ may disclose any information (including Personal Information, or confidential information) relating to you, these Terms or any associated transactions, products or services to:
- (a) any related entity of ANZ which may use the information to: carry out ANZ's functions and activities; promote its own transactions, products and services, unless you advise otherwise; assess your application for transactions, products or services; manage your transaction, product or service; perform administrative and operational tasks (including debt recovery); or comply with laws, regulatory requirements and prudential standards; and
 - (b) an organisation that is in an arrangement with ANZ to jointly offer products or services and/or has an alliance with ANZ to share information for marketing purposes (and any of its outsourced service providers or agents); and
 - (c) any agent, contractor or service provider ANZ engages to carry out or assist with its functions and activities; and
 - (d) an organisation that assists ANZ to identify, prevent or investigate fraud, unlawful activity or misconduct; and
 - (e) any Authority; and
 - (f) participants in payments systems (including payment organisations and merchants) and other financial institutions; and
 - (g) other credit providers; and
 - (h) insurers (including mortgage insurers) and reinsurers; and

- (i) any person who introduces you to ANZ; and
- (j) your referee(s), employer or representative (including any authorised agent, executor, administrator or trustee in bankruptcy, legal representative or anyone else acting for you in connection with your transaction, product or service); and
- (k) joint account holders; and
- (l) any provider of a guarantee, security or other credit support for your obligations to ANZ; and
- (m) other parties ANZ is authorised or required by law or court/tribunal order to disclose information to; and
- (n) any professional advisors of ANZ who are under a duty of confidentiality to keep such information confidential; and
- (o) any credit reporting bodies,

(for more information about credit reporting in relation to Personal Information, including the name and contact details of credit reporting bodies and the circumstances in which ANZ may disclose Personal Information to them, refer to <https://www.anz.com.au/privacy/centre/policy/>).

- 41.2 In making the disclosures described above, ANZ may disclose information to recipients including service providers and related entities of ANZ. Details regarding the location of such recipients may be found at <https://www.anz.com.au/privacy/centre/policy/>.
- 41.3 If you give ANZ Personal Information about someone else or direct someone else to give their Personal Information to ANZ, you must show that person a copy of clauses 40 (Privacy) and 41 (Disclosure of Information) so that they understand the manner in which their Personal Information may be used or disclosed.

PART M COMPLAINTS

42. WHO TO CONTACT IF YOU HAVE A COMPLAINT

- 42.1 If ANZ makes a mistake or ANZ's service does not meet your expectation, ANZ wants to know. If you would like to make a complaint or provide feedback, ANZ recommends you speak with your Relationship Manager or ANZ Money Markets Dealer if you have one. If you are unable to do so, you may speak with your Relationship Manager's or ANZ Money Markets Dealer's immediate supervisor. Your Relationship Manager or ANZ Money Markets Dealer or their respective supervisor will work with you to address the complaint or feedback.
- 42.2 You may also speak with staff at your local ANZ branch or Business Centre or call ANZ's general enquiries line. We will do our best to help resolve any issues you may have.

Phone

General enquiries
 13 13 14 (within Australia)
 +61 3 9683 9999 (from outside Australia)
 (8am to 8pm weekdays (AEST) excluding national public holidays)

In person

Use 'Find ANZ' on www.anz.com to find your nearest ANZ branch or Business Centre

- 42.3 If you are not satisfied with our response to your complaint or feedback or would like to escalate the matter, you may contact our Customer Resolution Centre. Our specialists will work closely with you to resolve any complaint you may have quickly and amicably.

Phone:

1800 805 154 (8am to 7pm (AEST) weekdays excluding national public holidays)

Email:

Yourfeedback@anz.com

Mail:

ANZ Customer Resolution Centre
 Locked Bag 4050
 South Melbourne VIC 3205

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Online:

Use the Online Complaints Form on anz.com

Select 'Complaints and feedback' under 'Contacts'

Select the 'Online complaints form'

If you are not satisfied with the resolution offered by our Customer Resolution Centre, you may be eligible to have your complaint reviewed by AFCA, an external dispute resolution scheme. AFCA offers a free and independent dispute resolution service to individual and small business customers who are unable to resolve their complaints directly with ANZ. You can contact AFCA on:

Phone:

1800 931 678 (Free call within Australia)

(Calls from an international number add 0061)

Email:

info@afca.org.au

Website:

www.afca.org.au

Mail:

Australian Financial Complaints Authority

GPO Box 3

Melbourne VIC 3001

Time limits may apply to complain to AFCA. Please act promptly and consult the AFCA website to find out if, and when, the time limit relevant to your circumstance expires.

PART N NOTICES AND COMMUNICATIONS

43. SENDING AND RECEIVING NOTICES AND COMMUNICATIONS

- 43.1 A notice or other communication ("**Communication**") to be made in connection with these Terms must be in writing and may be given in any manner set out below to the address or number or in accordance with the electronic messaging system or e-mail details last notified to the other party and will be deemed effective:
- (a) if delivered in person or by courier, on the date it is delivered;
 - (b) if sent by ordinary mail (not certified or registered mail), six (6) Business Days after posting (or ten (10) Business Days after posting if sent to, or from, a place outside the country of receipt);
 - (c) if sent by certified or registered mail (airmail, if overseas) or equivalent (return receipt requested), on the date that mail is delivered or its delivery is attempted;
 - (d) if sent by email, on the date that it is delivered;
 - (e) if sent by an electronic messaging system, at the date and time that it was received at the recipient's address for service of that electronic message;
 - (f) if made available by ANZ at the ANZ Website or other electronic address, on the date and time that ANZ notifies you (in a manner permitted by this PART N) that it is made available on the ANZ Website or other electronic address; or
 - (g) if sent by any other method of delivery that has been agreed between you and ANZ in accordance with the agreed method of receipt,
- unless the date of that delivery (or attempted delivery) or that receipt, as applicable is not a Business Day or the Communication is delivered (or attempted) or received (as applicable), after the close of business on a Business Day, in which case that Communication will be deemed given and effective on the first following day that is a Business Day.
- 43.2 Either party may by notice to the other change the address, facsimile number, electronic messaging system or e-mail details at which notices or other communications are to be given to it.
- 43.3 Where the Banking Code of Practice applies to you, you agree to receive any information the Banking Code of Practice requires ANZ to provide to you ("**Information**") by Electronic Communication. You may vary your electronic contact details by giving written notice to ANZ.

- 43.4 If a Deposit Product is held by more than one person, a Communication may be sent to each holder of such Deposit Product to the extent contact details have been provided (or changed under clause 43.2) for each holder to ANZ for this purpose. If no such contact details have been provided, then a Communication sent to one holder is deemed to have been provided to all holders.

PART O LIABILITY

44. INDEMNITY AND LIABILITY

- 44.1 Each Deposit Product holder irrevocably and unconditionally agrees to indemnify and keep us indemnified from and against all Loss sustained or incurred by us, as result of us:
- (a) providing, or accepting and acting on, Communications received or sent by us in a manner agreed including in writing or by any electronic means or service (whether by telephone, e-mail, facsimile or being made available by ANZ at the ANZ Website or other electronic address that ANZ notifies to you from time to time, or any other form of electronic service or method of delivery as agreed between you and ANZ (an “**Electronic Communication**”)); and
 - (b) releasing information about the Deposit Product holder or the Deposit Product to any person authorised by the Deposit Product holder or any third-party signatory appointed by the Deposit Product holder.

You will pay to ANZ within a reasonable period of demand as specified in the demand, the amount of Loss (including all legal expenses reasonably incurred) and other liabilities reasonably incurred by ANZ.

- 44.2 If the indemnity in clause 44.1 is given by more than one person, the obligations under the indemnity are joint and several. The indemnity in clause 44.1 is unconditional and irrevocable and shall survive the termination of all dealings between you and ANZ and shall not be impaired by any act, omission, matter or thing that might otherwise impair or discharge the indemnity but for this sentence excluding any Loss caused by any mistake (except a mistake caused by an act or omission of you, your agent or any third party), fraud, negligence or wilful misconduct of ANZ, its agents, representatives or any appointed receivers.
- 44.3 Where a Communication is received by us which is, or is purported to be, given, signed, transmitted or authorised by the Deposit Product holder or, in the case of joint Deposit Product holders, by any of them, and appears to be in compliance with the security procedure or other measure (if any) as agreed between you and ANZ it will be deemed effective as your Communication and ANZ may rely on that Communication without making any enquiries unless ANZ is on actual notice that the Communication is not authorised or in compliance with the security procedures.
- 44.4 You acknowledge and agree that:
- (a) you are aware of and accept the security risks involved with Electronic Communication;
 - (b) you must comply with the security procedure or measure (if any) agreed between you and ANZ;
 - (c) making your security procedures or measures available to other people increases the risk of fraud;
 - (d) you must comply with all applicable laws in its use of, the giving of instructions;
 - (e) you must ensure that any instruction is correct, complete and authorised and that ANZ is entitled to assume so;
 - (f) the Electronic Communication will be deemed effective as your notice, request or instruction and if provided is irrevocable;
 - (g) ANZ may rely on that Electronic Communication without making any further enquiries unless ANZ is on notice that it is unauthorised, not authentic or in breach of any relevant security measure, or may (but is not obliged to) enquire about or attempt to verify the authenticity of any instruction; and
 - (h) ANZ may act on any instruction even if such instruction is contrary or inconsistent with any other existing instruction received by it.
- 44.5 Notwithstanding the above, neither party will in any circumstance under these Terms, be liable for any indirect or consequential Loss, including:
- (a) any loss of profit, data, goodwill or business; or
 - (b) any interruption to business; or
 - (c) any failure to realise anticipated savings.
- 44.6 You acknowledge and agree that ANZ may refuse to act on any Communication (including any Electronic Communication) if:

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- (a) it is incorrect, incomplete, unclear or inconsistent or does not comply with the format specified by ANZ or agreed with ANZ; or
- (b) ANZ is on notice that it is unauthorised, not authentic or in breach of any relevant security measure; or
- (c) accepting or acting upon an instruction in a Communication would require any action or information from ANZ on a day that is not a Business Day; or

acting on it would cause a breach of any other agreement between you and ANZ or any applicable law, sanction, requirement of any competent authority or any internal policy relating to corporate governance, risk management or audit.

45. SET-OFF

- 45.1 ANZ may where permitted by Law combine or set-off your accounts by applying the whole or part of any credit balance of any of your Deposit Products in any currency towards payment of any indebtedness due by you to ANZ. ANZ may undertake such combination or set-off at any time, including before the maturity date for the relevant Deposit Product(s). For the purposes of this clause, an amount is taken to be "due" to ANZ on any date (a) when it may be called for or demanded (whether or not the call or demand has been made); (b) on the day it is scheduled to be due for payment; or (c) when it is past due for payment. This right is without prejudice and is in addition to any rights of set-off, combination of accounts, lien or other rights which ANZ is otherwise entitled to by operation of law, contract or otherwise. We will promptly inform you if we combine or set-off your accounts.
- 45.2 In order to apply its right of set-off or effect a combination of your accounts, ANZ is authorised to effect any necessary conversion of amounts held in any accounts you have with ANZ at ANZ's prevailing exchange rate on the day such set-off is applied or combination is effected. Indicative prevailing exchange rates can be found at anz.com.

46. FORCE MAJEURE

- 46.1 If, as a result of an event of Force Majeure, ANZ becomes unable, wholly or in part, to perform any of its obligations under these Terms or provide a Deposit Product, ANZ will:
- (a) give you prompt notice of the relevant event of Force Majeure with reasonably full particulars and, in so far as known to it, the probable extent to which it will be prevented from or be delayed in providing any Deposit Product; and
 - (b) suspend ANZ's obligations under the relevant Deposit Product until the relevant event of Force Majeure has ceased to affect ANZ's obligations under of the Deposit Product; and
 - (c) use reasonable endeavours to overcome or remove the relevant event of Force Majeure as quickly as practicable.
- 46.2 You acknowledge and agree ANZ is not required to:
- (a) settle any strike or other labour dispute on terms contrary to its wishes; or
 - (b) contest the validity or enforceability of any law or legally enforceable order by way of legal proceedings or of any competent Authority.
- 46.3 To the maximum extent permitted by law, ANZ will not be liable for any loss or damage, including consequential loss or damage, suffered because of a Force Majeure event excluding any Loss caused by any mistake (except a mistake caused by an act or omission of you, your agent or any third party), fraud, negligence or wilful misconduct of ANZ, its agents, representatives or any appointed receivers. This disclaimer is in addition to, and does not restrict, any other provisions contained in these Terms which limits our liability.
- 46.4 ANZ's duty to perform its obligations under these Terms resumes as soon as it is no longer affected by the relevant Force Majeure event. As soon as practicable after ANZ is no longer affected by the relevant Force Majeure event, ANZ will correct any incorrect or unapplied entry which is made or not made to your Deposit Product as a result of that Force Majeure event and will adjust any fees or charges which have been applied or have not been applied as a result of that incorrect entry.

47. ANTI-MONEY LAUNDERING AND COMPLIANCE WITH LAWS

- 47.1 You agree we may delay, block or refuse to process any transaction without incurring any liability if we suspect that:
- (a) the transaction may breach any law that applies in Australia or any other country; or
 - (b) the transaction involves any person (natural, corporate or governmental) that is itself sanctioned or is connected, directly or indirectly, to any person that is sanctioned under economic and trade sanctions imposed by the United States, the European Union or any country; or

- (c) the transaction may directly or indirectly involve the proceeds of, or be applied for the purposes of, unlawful conduct.

You must provide all information to us which we reasonably require in order to manage money laundering or terrorism financing risk or to comply with any laws in Australia or any other country and you agree that we may disclose any information concerning you to any law enforcement, regulatory agency or court where required by any such law, in Australia or elsewhere.

- 47.2 You declare and undertake to us that the payment of monies by us in accordance with your instructions will not breach any laws in Australia or any other country.

PART P GENERAL

48. COMMUNICATIONS RECORDING

Subject to all applicable laws, either party may record any telephone conversations (whether by telephone or other communication device) between them for quality control, security audit, and legal and regulatory compliance purposes. You agree to obtain any necessary consent, and give necessary notice, of such recording to your relevant personnel and agree, to the extent permitted by law, that recordings may be used in evidence in any proceedings brought in connection with these Terms.

49. ASSIGNMENT

- 49.1 You will not assign, transfer or otherwise dispose of your rights and/or obligations under these Terms without ANZ's prior written consent.
- 49.2 Your rights in respect of your Deposit Product are personal to you, and despite anything in these Terms a purported dealing by you in relation to those rights (including by way of assignment, transfer, mortgage, charge, security interest, declaration of trust or otherwise) will not be effective to give anybody other than you any right or interest in your Deposit Product as against ANZ.
- 49.3 ANZ may at any time assign, any or all or part of its rights under these Terms or in respect of any Deposit Product without your consent. To facilitate such assignment, ANZ is authorised to disclose any information about you which it reasonably considers necessary to such actual or prospective assignee and you agree to take such actions and sign such documents as ANZ may reasonably require to complete any approval, filing or registration formalities which are necessary for such assignment.

50. VARIATIONS

- 50.1 Without affecting the terms of any unmatured Deposit Product (other than an At Call Deposit), ANZ may amend, modify or supplement the provisions of this Agreement at any time by giving you 30 days prior notice in a manner permitted under PART N (Notices and Communications).
- 50.2 Notwithstanding clause 50.1 above, ANZ may at any time amend this agreement without prior notice:
 - (a) to comply with, or reduce the risk of non-compliance with any applicable law, or any change in applicable law or any decision, recommendation, regulatory guidance or standard of any court, tribunal ombudsman service, regulator or any other similar body where the changes are required to take effect immediately; or
 - (b) where the amendments are to simplify the terms of this agreement, correct a mistake, inconsistency or omission or any amendment of an administrative nature and such amendment is not detrimental to you.

51. WAIVER

- 51.1 If either party does not fully exercise a right or remedy under these Terms, or delays in exercising such a right or remedy, that party may still exercise it later. The waiver by any party of a breach of any provision of these Terms will not be deemed:
 - (a) a waiver of any subsequent breach of that provision; or
 - (b) a waiver of a breach of any other provision in these Terms.

52. SEVERABILITY

Any provision that is illegal, invalid, or unenforceable will be severed from these Terms and the remaining provisions (and parts thereof) will continue in full effect.

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53. THIRD PARTY RIGHTS

No person who is not a party to these Terms shall have any right to enforce or to enjoy the benefit of any provision of these Terms.

54. GOVERNING LAW AND JURISDICTION

- 54.1 Unless specified otherwise, these Terms will be governed by and construed in accordance with the laws of the State of Victoria, Australia.
- 54.2 The parties submit to the jurisdiction of the courts of the State of Victoria, Australia and of any courts competent to hear appeals from those courts. Notwithstanding the above, ANZ may take proceedings in any country where you have assets or conduct your business activities.
- 54.3 You irrevocably waive any sovereign and other immunity you may have in any jurisdiction from legal proceedings, attachment before or after judgment or execution of judgment.

PART Q DEFINITIONS

In these Terms:

AFCA	Australian Financial Complaints Authority
Affected Currency	has the meaning given in clause 34.1
ANZ, we, us	Australia and New Zealand Banking Group Limited (ABN 11 005 357 522)
ANZ Money Markets Dealer	your ANZ Money Markets dealer
ANZ Website	anz.com/marketsterms or any future website operated by ANZ
ASIC Act	<i>Australian Securities and Investments Commission Act 2001</i> (Cth)
At Call Deposit	an ANZ at call deposit offered under these Terms (previously known as 11am Deposits)
AUD	Australian Dollar
AUD Fixed Rate Term Deposit	a fixed rate term deposit denominated in Australian dollars offered under these Terms
Austraclear	means Austraclear Limited (ABN 94 002 060 773)
Authority	any regulatory, administrative, government, quasi-governmental, law enforcement or supervisory body, authority, court or tribunal
Banking Code of Practice	the current version of the code known as the Code of Banking Practice or Banking Code of Practice as published from time to time by the Australian Banking Association and adopted by ANZ
BBSW	the rate in respect of prime bank eligible securities with a 3 month tenor (or, if different, the period specified in the relevant confirmation for the tenor of the Floating Rate Interest Period) which rate ASX (or its successor as administrator of that rate) publishes through information vendors at approximately 10:30am (Sydney time) (or such other time at which such rate is accustomed to be so published) on the relevant day (" Publication Time "). If by midday on such date (or such other time that ANZ considers appropriate on that day) such rate has not been published, "BBSW" means the rate determined by ANZ in good faith having regard to the extent possible to rates otherwise bid and offered at or around 10:30am on such date (or such other time that is 15 minutes after the then prevailing Publication Time) for prime bank eligible securities having a tenor approximately equal to the Floating Interest Rate Period or if such rate is not available, the rates otherwise bid and offered at or around 10:30am on such date (or such other time that is 15 minutes after the then prevailing Publication Time) for funds having a tenor approximately equal to the Floating Interest Rate Period. If the BBSW cannot be determined by reference to any of the above mechanisms, the BBSW shall be the BBSW in effect on the first preceding Business Day. ANZ will round rates obtained from the BBSW Screen Page to three (3) decimal places (with 0.0005 being rounded upwards (e.g. 0.0674 being rounded down to 0.067 and 0.0675 being rounded up to 0.068).
Business Day	a day that ANZ is open for general banking business in Sydney
CAD	Canadian dollar
CHF	Swiss franc
Communication	has the meaning in clause 43.1

Day Count Convention

the number of days for the relevant currency as set out in the table below:

Currency	Number of days
AUD	365
CAD	365
CHF	360
EUR	360
GBP	365
HKD	365
JPY	360
NZD	365
RMB	360
SGD	365
USD	360
ZAR	365

Deposit Product

each of:

- (a) an At Call Deposit; or
- (b) an AUD Fixed Rate Term Deposit; or
- (c) a Foreign Currency Fixed Rate Term Deposit; or
- (d) a Floating Rate Term Deposit; or
- (e) a Switch Rate Term Deposit.

Electronic Communication

has the meaning in clause 44.1

Equivalent

when used in the context of a currency (for example, USD equivalent), the equivalent currency as determined by ANZ in its absolute discretion

Euro

the currency of the European Union

Fixed Rate Period

has the meaning given in clause 24.1

Fixed Rate Term Deposit

an AUD Fixed Rate Term Deposit and/or a Foreign Currency Fixed Rate Term Deposit offered under these Terms, as the context requires

Floating Rate

BBSW plus a margin as specified in the relevant confirmation

Floating Rate Interest Period

has the meaning given in clause 21.2 or clause 26.5 (as applicable)

Floating Rate Period

has the meaning given in clause 24.1

Floating Rate Term Deposit

a floating rate term deposit denominated in Australian dollars offered under these Terms

Force Majeure

any event beyond ANZ's reasonable control including:

- (a) fire, flood, earthquake, storm or other natural event; or
- (b) strike or other labour dispute; or
- (c) war, insurrection, terrorism or riot; or
- (d) acts of or failure to act by any Authority; or
- (e) changes in law or any order of any Authority; or
- (f) any failure, disruption or interference failures of any telecommunications, electricity supply or other utilities; or
- (g) any technical failure, disruptions, corruption or interference to any computer system, including any payments systems; or
- (h) any failure, disruption or interference of any goods or services provided by any third party

Foreign Currency Fixed Rate Term Deposit

a foreign currency fixed rate term deposit offered under these Terms

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GBP	Great British pound
HKD	Hong Kong dollar
Information	has the meaning in clause 43.3
Interest Payment Date(s)	for a Floating Rate Interest Period, the date(s) specified in the initial confirmation being the date(s) interest is credited to your Nominated Account
JPY	Japanese Yen
Law	any treaty, law, statute, rule, regulation, court order or standard of any Authority or any request, order, directive, guideline, notice, code, decision or statement of policy or practice of any Authority having the force of law, or if not, having the force of law, in respect of which compliance in the relevant jurisdiction is customary
Loss	any loss, liability, costs and expenses (including legal costs reasonably incurred), claims, proceedings or damages of any kind arising out of contract, tort, statute or otherwise and whether foreseeable or not
Minimum Deposit Amount	(a) for an At Call Deposit, the amount referred to in clause 10.1; (b) for an AUD Fixed Rate Term Deposit, the amount referred to in clause 15.1(a); (c) for a Floating Rate Term Deposit, the amount referred to in clause 19.1; (d) for a Foreign Currency Fixed Rate Term Deposit, the amount referred to in clause 15.1(b); and (e) for a Switch Rate Term Deposit the amount referred to in clause 23.1
Negative Interest Rate	has the meaning given in clause 30.2
Nominated Account	has the meaning given in clause 6.1
NZD	New Zealand dollar
Personal Information	information or an opinion about an identified individual, or an individual who is reasonably identifiable
Privacy Act	the <i>Privacy Act 1998</i> (Cth)
Retail Client	a "retail client" for the purpose of section 761G of the <i>Corporations Act 2001</i> (Cth)
Retail Consumer	an individual whose acceptance of these Terms constitutes a "consumer contract" for the purposes of Subdivision BA of the ASIC Act
RMB	Renminbi
SGD	Singapore dollar
Switch Rate Term Deposit	a switch rate term deposit denominated in Australian dollars offered under these Terms that allows switching of the interest rate between fixed rate and Floating Rate
Tax	any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same)
Terms	these ANZ Money Market Deposit Terms and Conditions
USD	United States dollars
Wholesale Client	a "wholesale client" for the purposes of section 761G of the <i>Corporations Act 2001</i> (Cth)
You or your	The person or entity in whose name the Deposit Product is held
ZAR	South African Rand

