



# IMPORTANT INFORMATION ABOUT TERMS AND CONDITIONS GOVERNING ANZ FX ONLINE (VERSION: NOVEMBER 2023) AND ANZ MARKETS CUSTOMER FORM

FTA Disclosure

6 March 2026

# 1. About this document

The aim of this document is to make you aware of some important terms contained in the Terms and Conditions governing ANZ FX Online (Version: November 2023) (“FXOTCs”) with Australia and New Zealand Banking Group Limited ABN 11 005 357 522 (“ANZ”), which is a schedule to the Terms and Conditions for Trading in Foreign Exchange and Derivative Transactions (“FXTCs”).

This document does not cover all of the terms and conditions of the FXOTCs. This document is not a substitute for, and does not form part of, any of the terms of your contract with ANZ. You should review the disclosure set out below, along with the FXOTCs and the Markets Customer Form, before you sign the Markets Customer Form or use ANZ FX Online. You should seek independent advice and guidance if you are unsure about any details.

Unless otherwise specified, defined terms used in this document have the meanings given to them in the FXOTCs and the Markets Customer Form.

## 2. Correspondent fees

### Clause 7.4 of FXOTC

If ANZ uses ANZ’s correspondent to make a payment to an account nominated by you, the correspondent may charge commissions, fees or other charges in making such payment, which will either (i) be deducted by the correspondent from the funds paid to the beneficiary account, resulting in such account receiving less than the payment amount specified in the Electronic Instruction, or (ii) passed on to ANZ, in which case you must reimburse ANZ for these costs.

## 3. You will be responsible for electronic communications and instructions (including actions of Authorised Users) and ANZ will not be liable in certain circumstances

Clauses 5, 9, 10 and 13 of FXOTC and section headed “Electronic Indemnity and Acknowledgement” in the Markets Customer Form

There are risks involved in giving electronic communications to ANZ, including the risk that they may be incomplete or inaccurate or may be fraudulently or mistakenly given or may not be received in whole or in part by ANZ. ANZ may nevertheless accept and rely on them.

An electronic communication will be deemed effective as your notice, request or instruction. ANZ may rely on the electronic communication without making any further enquiries unless ANZ is on notice that is unauthorised, not authentic or in breach of any relevant security measure, in which case ANZ may refuse to act on it.



You are responsible for the accuracy and authorisation of all Electronic Instructions given by you or your Authorised Users. ANZ can act on and process all Electronic Instructions transmitted through ANZ FX Online by each Authorised User without further consent, reference or notice.

You are responsible for the appointment and administration of your Authorised Users. You should ensure that your Authorised Users are given the appropriate authority to use ANZ FX Online and act within this authority. Any termination of appointment of your Authorised Users will not be effective until processed by ANZ. You are bound by and liable for all acts and transactions of and Electronic Instruction given by each Authorised User while he or she has access to ANZ FX Online.

If you or any Authorised User suspect that the security of any access procedure or security information may have been compromised or any unauthorised use may have occurred, you must notify your relationship dealer at ANZ immediately but you remain liable for all Electronic Instructions that are processed by ANZ before such notification.

To the extent permitted by law, with some exceptions, ANZ will not be liable in connection with any delay or failure in transmission or receipt of Electronic Instructions through ANZ FX Online, the interception of any information by or to you via ANZ FX Online, any unauthorised use of ANZ FX Online, a delayed payment if ANZ acted on an Electronic Instruction in good faith, or your use of ANZ FX Online. Neither party is liable to the other party for any Indirect Loss

## 4. Alternative delivery if transfer of funds is not practicable.

Clause 7.2 of FXOTC

If it is not reasonably practicable for ANZ to transfer funds at the time and in the manner specified in your Electronic Instruction, ANZ will seek to make delivery in the manner ANZ considers appropriate.

## 5. You may not be able to transact at the indicative rate

Clause 2.2 of FXOTC

Where an indicative rate is provided to you, ANZ is not bound to transact with you at that rate.



## 6. ANZ FX Online is offered on an “as is, as available basis” and may be restricted, altered or withdrawn in certain circumstances

### Clause 8 of FXOTC

As electronic services are subject to interruption or breakdown, access to and use of ANZ FX Online is offered on an “as is, as available basis” only. You should ensure that you have an adequate contingency plan to transact by other means if ANZ FX Online is not available. With 30 days’ prior notice, ANZ may limit or restrict your use of ANZ FX Online, or may alter or withdraw ANZ FX Online on a permanent basis at any time where it is reasonably necessary to protect your or ANZ’s own interest. ANZ may withdraw or restrict ANZ FX Online without any prior notice where there has been a change in law or required by law, or where it is reasonably required to protect your interests (such as removal of inactive Authorised Users).

## 7. You will indemnify ANZ in certain circumstances

### Section headed “Electronic Indemnity and Acknowledgement” in the Markets Customer Form

Except in certain circumstances, you will also unconditionally and irrevocably indemnify ANZ against any Loss incurred by ANZ in connection with ANZ accepting, acting or declining to act on an electronic communication. You should read the full terms of the indemnity under the heading ‘Electronic Indemnity and Acknowledgement’ before using ANZ FX Online.

## 8. Collecting and using your information and providing your information to others

### Clause 14 of FXOTC, Appendix A to the Markets Customer Form

ANZ will record and track your use of ANZ FX Online. Unless you notify us otherwise, such information may be used in any jurisdiction for our internal business purposes. ANZ may also disclose information supplied by you to third parties in some circumstances.

ANZ may collect and use Personal Information (including personal information provided through ANZ FX Online) for the purposes described in the Markets Customer Form and the FXTCs, including in order to provide a product or service. In some circumstances, ANZ may disclose Personal Information or other information relating to you or someone else to other organisations, including ANZ’s service providers and recipients outside Australia. More information is available at [www.anz.com/privacy](http://www.anz.com/privacy).

