INTERNATIONAL

ELECTRONIC BANKING

TERMS AND CONDITIONS
11.2021

1. APPLICATION

These terms and conditions set out the terms on which ANZ provides You with the ANZ Electronic Channel and must be read together with the application form for the relevant ANZ Electronic Channel and any terms and agreements referred to in that application form.

2. DEFINITIONS

Any capitalised terms which are not defined in the body of this document are defined below, unless the context requires otherwise:

ANZ means the ANZ Group Member that is providing the ANZ Electronic Channel to You (and all of its branches, offices and subsidiaries), including its successors, assigns and transferees

ANZ BGL means Australia and New Zealand Banking Group Limited (ABN 11 005 357 522).

ANZ Electronic Channel means any electronic or telephone payments, receivables, information management and data delivery platform, systems and Mobile Apps provided by ANZ.

ANZ Group Member means:

(a) Australia and New Zealand Banking Group Limited (ABN 11 005 357 522); and

(b) ANZ Bank New Zealand Limited,

and any branch, office, related company or entity in which it may hold a direct or indirect in which either of them holds a direct or indirect ownership interest (including any subsidiary), including their respective successors, assigns and transferees and persons deriving title under any of them.

ANZ IP means all right, title and interest (including IP Rights) in and to any software, documentation, data or other materials provided to You in connection with the Electronic Banking Products. These rights include all copyright and neighbouring rights, rights in relation to inventions (including patents and patent applications), registered and unregistered trade marks, confidential information (including trade secrets and know how), databases, and circuit layouts, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

ANZ Location means the country or jurisdictional location of the ANZ Group Member that is providing the relevant Electronic Banking Product to You.

ANZ Website means the relevant ANZ website in each ANZ Location.

Authentication Method means any agreed method of identification, a user name, logon identifiers, PINs, codes generated by tokens or any Password, Digital Certificate or any other device (such as smart cards, tokens and electronic keys) used to access any ANZ Electronic Channel and initiate and send any Transmission.

Authorised Person means Your officers, employees or agents authorised by You to act on Your behalf in sending Transmissions and performing any other acts, discretions or duties with respect to the use or operation of any ANZ Electronic Channel.

Authority means any regulatory, administrative, government, quasi-governmental, law enforcement or supervisory authority, court or tribunal.

Banking Code of Practice means the current version of the code known as the Code of Banking Practice or the Banking Code of Practice as published from time to time by the Australian Banking Association and adopted by ANZ BGL in Australia.

Business Day means a Day that ANZ is open for general banking business in the ANZ Location for the relevant Electronic Banking Product.

Clear2Pay means Clear2Pay APAC Pty Limited ABN 45 003 524 623.

Communication means any instruction, notice, consent, request, approval, acceptance, confirmation, information or document.

Day means the 24-hour period beginning and ending at 00:00 midnight local time in the relevant ANZ Location.

Designated Products means the products and services offered by the relevant ANZ Group Member and accessed via Your ANZ Electronic Channel.

Designated Product Documents means the various documents which contain the terms and conditions, fees and charges, schedules, manuals, instructions and any other provisions for Your Designated Products including these terms and conditions.

Digital Certificates means an electronic certificate embedded on a device which authenticates the sender, confirms approval of a Transmission and encrypts the data so it stays confidential and is not tampered whilst it is being transmitted.

Electronic Banking Product means any ANZ Electronic Channel, Host-to-Host, any Digital Certificate and the Licence.

Force Majeure means any events beyond ANZ's or Your reasonable control, including:

(a) fire, flood, earthquake, storm, or other natural event;

(b) strike or other labour dispute;

(c) war, insurrection, terrorism or riot;

(d) acts of or failure to act by any Authority;

(e) changes in Law or any order of any Authority;

(f) any failure, disruption or interference failures of any telecommunications, electricity supply and other utilities;

(g) any technical failure, disruption, corruption or interference to any computer system, including any payment system or ANZ Electronic Channel; or

(h) any failure, disruption or interference of any goods or services provided by any third party.

Hardware Security Module (HSM) means a tamper protected environment providing physical and logical protection for the storage and processing of highly sensitive information such as cryptographic keys or Digital Certificates.

Host-to-Host means the use of software and Authentication Methods such as Digital Certificates which allow You to submit Transmissions to ANZ via an ANZ Electronic Channel for processing directly from Your system without using a web browser.

Host-to-Host Digital Certificates means Digital Certificates embedded on a Hardware Security Module to allow Host-to-Host access.

Host-to-Host Software means the ANZ provided software used for the purposes of creating a secure connection to Host-to-Host.

Indirect Loss means any indirect or consequential loss including loss of profits or anticipated savings, loss of business opportunity, loss of goodwill or reputation, business interruption, unauthorised access to or loss of data, economic loss or any special, indirect or consequential damage and includes any costs arising in connection with any of them. Indirect Loss does not include any Loss that arises in the usual course of things from the relevant act or omission.

Insolvent means, in relation to a party, if:

(a) an order is made or a petition is presented or a resolution is passed for the administration, liquidation, statutory management, winding up or dissolution of that party;

(b) a receiver, administrator or other official or creditors' representative is appointed in respect of a person or any of the assets of that party;

(c) that party is adjudicated insolvent or bankrupt f or the purposes of any Law;

(d) that party ceases or threatens to cease to carry on all or a substantial part of its business;

(e) the holder of any security takes possession of the whole or (in the opinion of ANZ) any material part of the property or assets of that party;

(f) that party enters into a compromise or arrangement with, or assignment for the benefit of, any of its members or creditors;

(g) that party is otherwise unable to pay their debts when they fall due;

(h) in Your respect, Your financial position or the value of any securities held by ANZ changes adversely to a material extent in each case in the opinion of ANZ; or

(i) something having a substantially similar effect to the above happens in connection with that party under the Law of any jurisdiction.

IP Rights means any rights in relation to any intellectual property, including copyright and neighbouring rights, inventions (including patents and patent applications), registered and unregistered trade marks, confidential information (including trade secrets and know how), databases, and circuit layouts, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

Law means any law, statute, rules, regulation or standard of any Authority.

Licence means a non-exclusive and non-transferable licence to use the Host-to-Host Software in accordance with the terms and conditions of this document.

Loss means any damage, loss, liabilities, costs and expenses (including legal costs on a full indemnity basis and taxes), delay or diminution of value.

Mobile App Distributor means an entity that has provided ANZ with a licence to promote and sell its Mobile App on its application store.

Mobile Apps means a software application provided by ANZ and run through a Mobile Device.

Mobile Device means a mobile device as specified in the relevant Designated Product Documents for that Mobile App.

Password means a secret, arbitrary string of characters (including numbers, letters or a combination of both) used as a mechanism to authenticate access or authorisations for the holder of the arbitrary string and includes a PIN or pass phrase.

Permission means any permission which may be assigned to a User to enable them to perform functions in relation to the ANZ Electronic Channel, details of which are set out in the relevant Designated Product Documents.

PIN means a unique personal identification number.

Sanction means any economic or trade sanctions imposed by any Authority.

Subscriber Digital Certificates means Digital Certificates allocated to an individual and embedded on a security device such as a smart card or USB key.

Transmission means an electronic message/data sent in digital form.

User means any person delegated by You to use an ANZ Electronic Channel and includes, but is not limited to, any Authorised Person.

Valid in relation to a Digital Certificate used by You means the public key of the Digital Certificate as recorded by ANZ is registered as being associated with You with a status of "Valid".

You means the customer named in the relevant application form.

3. RESPONSIBILITIES

3.1 ANZ's General Responsibilities

(a) Without limiting any of the provisions of any Designated Product Document, ANZ will:

(i) allow access to any ANZ Electronic Channel and accept as authorised by You anyone who uses Your Authentication Methods;

(ii) use all reasonable endeavours to re-establish any ANZ Electronic Channel that is unavailable or provide You with an alternative facility as soon as practicable; and

(iii) take all reasonable endeavours to ensure the integrity and proper operation of all of its relevant security procedures for each ANZ Electronic Channel to prevent unauthorised access.

(b) Subject to any applicable Law, ANZ does not represent or warrant that:

(i) any ANZ Electronic Channel, any non-ANZ software recommended by ANZ or used by You for the operation of an ANZ Electronic Channel or any Designated Products will meet Your requirements; or

(ii) any ANZ Electronic Channel operates under all conditions or provides any function not specifically detailed in its published specifications.

3.2 Your General Responsibilities

(a) You will:

(i) ensure all information You provide ANZ (including identity credentials and authority levels of Your Authorised Persons) is accurate and complete;

(ii) check the accuracy of information in Authentication Methods issued to You and notify ANZ if any information becomes inaccurate, false or misleading;

(iii) establish and comply with suitable internal management rules for the operation of, use and review of the use of an ANZ Electronic Channel, including managing Your internal segregation of duties and any audit material;

(iv) monitor the use of an ANZ Electronic Channel and the use of Authentication Methods;

(v) not use an ANZ Electronic Channel or any Authentication Method for any purpose other than as set out in the relevant Designated Product Documents;

(vi) not use an ANZ Electronic Channel or any Authentication Method for Transmissions prohibited by applicable Law or that infringe the rights (including IP Rights) of third parties;

(vii) take appropriate steps to ensure Your computer or any Mobile Device has the appropriate software to access and operate an ANZ Electronic Channel and any computer or Mobile Device You use to access and operate an ANZ Electronic Channel is protected against viruses and unauthorised access;

(viii) continue to meet system requirements necessary to be able to access an ANZ Electronic Channel as requested by ANZ, including any system upgrades;

(ix) ensure Transmission details including amounts provided to ANZ are correct. Any incorrect details may lead to delayed or erroneous actions by ANZ in relation to such Transmissions; and

(x) except to the extent expressly agreed by ANZ, only use an ANZ Electronic Channel for Your own confidential internal use and, in particular, You will not:

(A) grant any third party access to an ANZ Electronic Channel, or

(B) operate an ANZ Electronic Channel on behalf of, or for the benefit of, any third party.

4. ACCESSING YOUR ANZ ELECTRONIC CHANNEL

(a) ANZ will provide You with instructions for the operation and use of each ANZ Electronic Channel and You will use each ANZ Electronic Channel strictly in accordance with these instructions. ANZ has the right to impose specific limits on Your use of an ANZ Electronic Channel.

(b) You will acquire, maintain and operate all technology, equipment and other facilities required for Your use of an ANZ Electronic Channel, except that ANZ agrees to replace, if faulty, any such equipment ANZ has provided.

(c) As electronic services are subject to interruption, unavailability or breach of security for a variety of reasons, access to and use of any ANZ Electronic Channel is offered on an 'as is, as available basis' only. You are responsible for ensuring that You have adequate contingency plans to enable You to transact business by other means should there be

an interruption to or unusual delay in respect of the operation of an ANZ Electronic Channel.

(d) ANZ will not be liable in respect of any Loss arising where an ANZ Electronic Channel is not available for You to use, because:

(i) it is scheduled by ANZ for any maintenance, enhancements or correcting errors;

(ii) maintenance is being undertaken to address an issue which in ANZ's reasonable opinion is too important to wait for scheduled downtime (for example, when the security of an ANZ Electronic Channel has been, or will or may shortly be, compromised); or

(iii) software used by You (other than ANZ software) has disrupted or compromised the services and/or products offered to You on the ANZ Electronic Channel.

(e) Neither party is responsible for a Force Majeure event occurring. ANZ may suspend providing any Electronic Banking Product until a Force Majeure Event has ended.

5. SECURITY

5.1 Your Security Responsibilities

(a) You will, without limiting any other obligation to ANZ, take all reasonable steps to ensure the integrity and proper operation of Your own security procedures and Your connection to ANZ including Your own internal risk controls to prevent:

(i) fraudulent Transmissions; and

(ii) unauthorised or incorrect Communications being sent to ANZ.

(b) You acknowledge that it is Your responsibility to safeguard any secret information, software and equipment required for Your operation of any ANZ Electronic Channel.

5.2 Security of Authentication Methods

(a) You will keep all components or parts of an Authentication Method secure and confidential.

(b) If Your Authentication Method is an ANZ provided physical device such as a smartcard, token, USB key or other such device then such device remains the property of ANZ. You will return the device to ANZ immediately if requested by ANZ.

(c) Unless permitted by ANZ, You will ensure that You and Your Users:

(i) do not disclose an Authentication Method to another person;

(ii) do not permit more than one person to use an Authentication Method;

(iii) do not permit any other person to see the entry or provision of any part of a Password or other component or part of an Authentication Method;

(iv) do not record any Password or other component or part of an Authentication Method without making any reasonable attempt to disguise it and, in particular, in or on any device or on any article carried with or placed near any computer, device or Authentication Method that is liable to loss, theft or abuse;

(v) delete or destroy any communication relating to an Authentication Method unless an agreed encryption method is used;

(vi) do not use a Password or other component or part of an Authentication Method that can be easily associated with You or that is used for accessing services other than that ANZ Electronic Channel; and

(vii) comply with ANZ's guidelines regarding the security of Passwords and other components or parts of Authentication Methods published on the ANZ Website and undertake any security checks as requested by ANZ

(d) Immediately upon becoming aware or suspecting that:

(i) an Authentication Method may be lost or stolen;

(ii) the security of an Authentication Method has been compromised;

(iii) another person knows a Password, PIN or other component or part of an Authentication Method used by a User; or

(iv) another person has used an Authentication Method without Your authority,

You will:

(v) notify ANZ (see the ANZ Website for details);

(vi) take all necessary steps to change the components or parts of the compromised Authentication Method; and

(vii) cease using the compromised Authentication Method until it has been changed.

(e) You agree that ANZ may take any action that it deems necessary (including cancelling or suspending an Authentication Method or Your access to an ANZ Electronic Channel) at any time if ANZ believe that an Authentication Method is compromised or is being misused. ANZ will, as soon as reasonably practicable, notify You if it has taken action in accordance with this clause, but is not required to notify You before doing so.

(f) ANZ will cancel an Authentication Method as soon as reasonably practicable upon receiving Your written request.

6. AUTHORITY

6.1 Authorised Persons and Users

(a) Where Your Users connect to an ANZ Electronic Channel, You will:

(i) appoint various trusted individuals to be Your Authorised Persons;

(ii) establish Permissions which reflect and do not exceed Your internal authorisation requirements and take account of any potential risk of fraud;

(iii) train Your Users appropriately about use and security of Authentication Methods;

(iv) notify ANZ of any changes in Your Users' details; and

(v) notify ANZ where a User or Authentication Method is no longer required or authorised by You and recover any relevant Authentication Method which is a physical device.

(b) ANZ may, at reasonable periods, request details from You about Your Users and relevant Authentication Methods and You will provide such details within 14 Days of such request.

(c) In addition to any other rights under the Designated Product Documents, ANZ may suspend:

(i) Your Users' access to any ANZ Electronic Channel if they have not accessed the ANZ Electronic Channel for twelve months; or

(ii) any Authentication Method if it has not been used for twelve months.

ANZ will notify You (to the extent reasonably practicable) prior to processing any such suspension.

(d) You are responsible for the acts and omissions of Your Users.

6.2 Authority of ANZ to Act

(a) You confirm that Your Authorised Persons for each ANZ Electronic Channel are authorised by You to send Transmissions and give other Communications, perform any acts or obligations under the Designated Product Documents and bind You under the Designated Product Documents and any matter contemplated by the Designated Product Documents in relation to each ANZ Electronic Channel.

(b) You are responsible to ANZ for all Transmissions and other Communications signed, initiated or sent by Your Authorised Persons through each ANZ Electronic Channel and all acts of Your Authorised Persons (including fees, charges and liabilities incurred or to be incurred or arising from such Transmissions or acts).

(c) ANZ may rely on any Transmission and any other Communication or agreement (including any notice or certificate) signed, initiated or sent by an Authorised Person which purports or appears to be genuine and to have been signed, initiated or sent by an Authorised Person by whom it purports to be signed, initiated or sent.

(d) Where a Transmission or Communication has been signed, initiated or sent using an Authentication Method it shall be deemed to have been authorised, signed, initiated and sent by You.

(e) Each Authorised Person will continue to be authorised until such time as ANZ receives written notice from You to the contrary. Until receipt of such confirmation, ANZ will be entitled to rely on, and will be fully protected in acting on, the actions of Your Authorised Persons.

(f) ANZ may require each Authorised Person to be identified according to any Law or any other requirement reasonably specified by ANZ.

6.3 Host-to-Host Authorisation

(a) You will only allow Your officers, employees or agents to have physical and logical access to any ANZ Electronic Channel with a Host-to-Host connection.

(b) You are responsible for obtaining and complying with all internal authorisations before sending Transmissions and Communications to ANZ using an ANZ Electronic Channel with a Host-to-Host connection.

(c) You confirm that all Transmissions and Communications sent to ANZ using an ANZ Electronic Channel with a Host-to-Host connection are authorised by Your duly appointed Authorised Persons and accordingly You agree to be bound by and are responsible for all Transmissions and Communications sent to ANZ using an ANZ Electronic Channel with a Host-to-Host connection (including fees, charges and liabilities incurred or to be incurred or arising from such Transmissions).

7. DESIGNATED PRODUCTS

All Designated Products and all relevant services that You access through an ANZ Electronic Channel are subject to the relevant Designated Product Documents and are provided by the relevant ANZ Group Member.

8. INTELLECTUAL PROPERTY

(a) Unless otherwise agreed, ANZ or its licensor owns all ANZ IP in respect of each ANZ Electronic Channel.

(b) ANZ grants You a non-exclusive, non-transferable, non-sublicensable licence (until Your right to use the relevant ANZ Electronic Channel, Digital Certificate or Host-to-Host Software is terminated) to use ANZ

IP solely as permitted by these terms and conditions. If ANZ licenses any ANZ IP from a third party, and that licence terminates or expires, ANZ will promptly notify You of such termination or expiry following which You will promptly cease using the relevant ANZ IP.

(c) If a third party (unrelated to You) alleges that Your use of ANZ IP (strictly in accordance with the licence terms) infringes its IP Rights, then provided that:

(i) You immediately notify ANZ in writing of the claim and provide ANZ with all reasonably requested information, assistance and cooperation; and

(ii) You allow ANZ full control over the defence and settlement of the claim,

ANZ or its relevant licensor will defend or settle (at its sole discretion) the claim and pay any judgments and legal costs awarded against You.

(d) You will not:

(i) decompile, disassemble, reverse engineer, modify, enhance, adapt, translate, resell, distribute, licence, sublicense, assign or make copies of, remove any copyright or proprietary notice from ANZ's IP, the Host-to-Host Software or an Agent's IP Rights;

(ii) do anything which interferes with, tampers with, or otherwise adversely affects, any ANZ IP, Host-to-Host Software or an Agent's IP Rights forming part of, or used in relation to, any ANZ Electronic Channel or Designated Product; and

(iii) use ANZ's IP, Host-to-Host Software or an Agent's IP Rights to develop other software or computer applications or tools.

9. LIABILITY

(a) Without prejudice to any other indemnities You have given ANZ, You agree to indemnify ANZ and make good any Loss (other than any Loss arising from ANZ's own wilful misconduct or gross negligence) arising as a result of:

(i) any claim by a third party alleging an infringement of any IP Rights (including, copyright, trademarks and patents) if the alleged infringement arises from:

(A) Your use of any ANZ Electronic Channel in combination with any other computer program not authorised or recommended by ANZ;

(B) Your use of any ANZ Electronic Channel in a manner or for a purpose not contemplated by these terms and conditions;

(C) modification or alteration by You of any ANZ Electronic Channel; or

(D) any transaction entered into or Communication sent by You arising out of the use of any ANZ Electronic Channel;

(ii) Your gaining or attempting to gain unauthorised access to an ANZ system or Your use of an ANZ Electronic Channel in a manner or for a purpose not contemplated by these terms and conditions or authorised by ANZ;

(iii) ANZ acting in accordance with Transmissions and Communications, which, in its reasonable opinion, appear to comply with all relevant procedures, even if ANZ is aware of the possibility of Loss.

(b) Neither ANZ or You will be liable to the other party for any Indirect Loss.

10. VARIATION, TERMINATION AND SUSPENSION

10.1 Variation

(a) ANZ may modify, amend, cancel, waive or vary these terms and conditions from time to time by written or electronic Communication (including by any ANZ Electronic Channel), notice in the media, notice on our website or by any other method permitted by Law.

(b) ANZ will give 30 days' notice to You of any such change but if an applicable Law provides for:

(i) another period, the notice period will be the period specified by that applicable Law; or

(ii) the change to take effect immediately, the change will take effect immediately.

(c) If the changes are specific to You, the changes will take effect by agreement only.

10.2 Termination by either party

(a) Unless otherwise agreed between the parties, either party may terminate these terms and conditions and any Electronic Banking Product on 60 Days written notice for any reason.

(b) Either party may immediately terminate these terms and conditions and any Electronic Banking Product if the other party is Insolvent.

10.3 Termination by You

(a) Where ANZ modifies, amends, cancels, waives, or varies these terms and conditions in whole or in part, including by varying or introducing any fees and charges, You may terminate these terms and conditions and any relevant Electronic Banking Product on written notice to ANZ to take effect on the effective date of the relevant variation.

10.4 Termination by ANZ

(a) ANZ may immediately and without notice terminate these terms and conditions and any Electronic Banking Product if:

(i) You commit a material breach of any of the terms and conditions contained in this document or the Designated Product Documents which is not remediable, or (where it is capable of remedy) is not remedied within 10 Business Days after being required by notice from ANZ to do so;

(ii) You do not pay any fees and charges which are due and payable within 10 Business Days of You receiving a notice from ANZ to do so;

(iii) You have acted unlawfully, fraudulently, negligently or abusively;

(iv) an event or change occurs which affects Your assets, affairs or financial condition and gives ANZ reasonable grounds to conclude that You may not be able to perform Your obligations under these terms and conditions or the Designated Product Documents;

(v) acting under these terms and conditions or providing an Electronic Banking Product or Designated Product would cause ANZ to be in breach of any applicable Law, Sanction or requirement of any competent Authority; and

(vi) ANZ is required to do so in compliance with any Law, Sanction, requirement of any competent Authority or internal policy.

(each a **Termination Event**).

10.5 Suspension

(a) ANZ may suspend Your use of any Electronic Banking Product while it is investigating whether a Termination Event may have occurred or, acting reasonably, to protect the interests of either party. ANZ will, subject to the extent permitted by Law, notify You as soon as practicable if it suspends Your use of any Electronic Banking Product.

10.6 Effect of Termination

(a) All provisions of these terms and conditions which in order to give effect to their meaning need to survive termination will remain in full force and effect.

(b) Termination of any Electronic Banking Product does not prejudice accrued rights or remedies of the parties, but will terminate all Authentication Methods and ANZ will revoke those Authentication Methods as near as practicable to the termination date. You remain fully liable for all Transmissions and Communications effected or initiated before the time of revocation of each Authentication Method.

(c) On termination, notice of revocation or suspension of any Electronic Banking Product, You will stop using and return or destroy (at ANZ's option) any relevant ANZ IP or any Authentication Methods.

11. YOUR RECOURSE

Your only recourse in connection with the Electronic Banking Products and associated facilities and services, is against ANZ alone and not against any third party.

12 INCONSISTENCY

If these terms and conditions are translated into any other language, both the English version and the translated version shall be equally effective, provided that the English version shall prevail over the translated version in the event of any inconsistency or contradiction unless otherwise required by applicable Law.

13. MOBILE APPS

13.1 Data Downloads

(a) You and Your Users may incur data and/or other telecommunications usage charges from an internet and/or telecommunications service provider (**Data Charges**) for downloading, streaming or using any content accessed via a Mobile Device in respect of a Mobile App. ANZ is not responsible for any Data Charges incurred by You or Your Users in connection with the use of a Mobile App. You must check Your internet or telecommunications service provider for the Data Charges that may apply.

(b) You acknowledge that data downloads and Mobile App performance will vary depending on the data plan with the relevant internet and/or telecommunications service provider.

13.2 Push Notifications/Address Book

(a) You consent to Your User activating "push notifications" on the Mobile App and for ANZ to send "push notifications" to Your User.

(b) You consent to Your User accessing their address book on their Mobile Device within the Mobile App. You must notify Your User that by consenting to access their address book on their Mobile Device within the Mobile App, ANZ has been given authority to access their address book and for the Mobile App to use the data in their address book to initiate phone calls.

13.3 Usage and Security Issues

(a) You acknowledge and agree, for usage and security reasons:

(i) Each Mobile App session will expire after a certain time of inactivity and Your User will be logged out;

(ii) If Your User exits the Mobile App for any reason, they will be logged out; and

(iii) You or Your User may experience a reduced level of service on a Mobile App caused by a third party (including without limitation an internet and/or telecommunications service provider).

(b) You will ensure that You and Your Users:

(i) do not leave a Mobile Device unattended and left logged into a Mobile App;

(ii) lock a Mobile Device with a Mobile App or take other steps necessary to stop unauthorised use of a Mobile App;

(iii) immediately notify ANZ upon becoming aware or suspecting that a Mobile Device with a Mobile App may be lost or stolen or the security compromised;

(iv) only install and download approved applications on a Mobile Device with a Mobile App other than those available from an application store compatible with that Mobile Device, and You agree that You will not override the software lockdown on such Mobile Device (i.e. jailbreak a Mobile Device); and

(v) download all new versions of a Mobile App and cease use of the old version when notified to do so from an application store.

13.4 Responsibilities and Warranties

(a) In addition to the liability provisions set out in the Designated Product Documents, ANZ is not liable for any Loss that You may suffer as a result of any unauthorised person accessing and using a Mobile App on any Mobile Device.

(b) You acknowledge that the Designated Product Documents are between ANZ and You, and not the Mobile App Distributor. You are given a non-transferable licence to use a Mobile App on Your Mobile Device in accordance with the Designated Product Documents and the Mobile App Distributor rules (if any) which can be found in the application store of the Mobile App Distributor's terms of service.

(c) Subject to the Designated Product Documents, ANZ is solely responsible for the Mobile App and the Mobile App Distributor is not responsible for the Mobile App in any way. To the maximum extent permitted by Law, the Mobile App Distributor has no warranty obligations whatsoever with respect to the Mobile App. You agree that ANZ, and not the Mobile App Distributor, is responsible for:

(i) addressing any claims by You or a third party in relation to the use of the Mobile App, including but not limited to product liability claims, claims that the Mobile App fails to conform to legal or regulatory requirements or consumer protection claims;

(ii) investigating any claim that the Mobile App breaches third party intellectual property rights, and for defending, settling or discharging such claim; and

(iii) maintenance and support services for the Mobile App.

ANZ does not admit any liability in respect of these issues.

(d) You warrant that You are not located in a country that is subject to a US Government embargo or is designated by the US Government as a "terrorist supporting" country, and You are not listed on any US Government list of prohibited or restricted parties.

(e) You must comply with all third party service providers terms of use (for example, software providers and network service providers) when using the Mobile App.

(f) ANZ has a right to withdraw or terminate Your use of an Mobile App or part thereof if a Mobile App Distributor terminates its licence with ANZ or ceases to perform any of its obligations under such licence.

13.5 Open Source Software

(a) A Mobile App may contain open source code and ANZ may be required to restate certain information in relation to the relevant open source code. The relevant Designated Product Documents of each Mobile App shall, if applicable, include all information related to the relevant open source code.

14. BANKING CODE OF PRACTICE

(a) This clause 14 applies to You if:

You are a natural person or a small business (as defined in the Banking Code of Practice);

and ANZ BGL is providing products and services to you in Australia.

(b) ANZ BGL is bound by the Banking Code of Practice when it provides products and services to You in Australia.

(c) Where a facility has more than one customer, any customer can request, in writing, that ANZ BGL change the authority for the facility so that all customers are required to approve future drawings or redraws.

(d) Information on ANZ BGL's current interest rates and standard fees and charges is available on request.

15. DISPUTES HANDLING – HONG KONG

This clause 15 applies to You if ANZ is providing products and services to You in Hong Kong. Any disputes in respect of the Designated Products or the Electronic Banking Products may be given to ANZ in the manner described on the website (https://www.anz.com/institutional/global/hong-kong/en/contact-us/).

16. DISPUTES HANDLING – PHILIPPINES

This clause 16 applies to You if ANZ is providing products and services to You in the Philippines. You may notify ANZ of any suspected or actual fraudulent or unauthorized transaction or communication, or lodge any other complaints, by contacting your designated Relationship Manager or through ANZ's Client Services team. The Client Services team can be reached during normal business hours via telephone at (63)2 8417773, through electronic mail at PH_YourWay@anz.com or via direct mail sent to ANZ. ANZ's contact details may be updated from time to time – for updated contact details, please refer to please refer to https://institutional.anz.com/markets/philippines/en.

17. DISCLOSURE OF PERSONAL INFORMATION - PHILIPPINES

This clause 17 applies to You if ANZ is providing products and services to You in the Philippines. Without prejudice to any other term in this document or any Designated Product Documents, You acknowledge that ANZ is entitled to collect, record, organize, store, update, retrieve, consult, use, disclose, consolidate, block, erase, destroy or otherwise process personal information, including any sensitive personal information, and You hereby consent to any and all of the foregoing as may be necessary to implement this document or any transactions under or related to this document as ANZ may consider appropriate, in accordance with the pertinent provisions of Republic Act No. 10173 otherwise known as the Data Privacy Act of 2012, its implementing rules and regulations and issuances of the National Privacy Commission, as these laws and issuances may be amended from time to time (Data Privacy Laws). If You provide ANZ with personal information or sensitive personal information of any individual, You represent and warrant to ANZ that You have, to the extent required by the Data Privacy Laws: (i) notified the relevant individual of the purposes for which the personal information or sensitive personal information will be collected, processed, used or disclosed, and (ii) obtained such individual's consent for, and hereby consent on behalf of such individual to, the collection, processing, use and disclosure of such individual's personal information or sensitive personal information by ANZ. You confirm that You have been authorized by such individual to provide such consent on his or her behalf. You agree and undertake to notify ANZ promptly upon becoming aware of the withdrawal by the relevant individual of his or her consent to the collection, processing, use and/or disclosure by ANZ of any personal information or sensitive personal information.

18. DISCLOSURE OF INFORMATION AND PERSONAL DATA – MYANMAR

This clause 18 applies to You if ANZ is providing products and services to You in Myanmar.

DIGITAL CERTIFICATES SCHEDULE

This section only applies if You use Digital Certificates provided by ANZ in relation to Your ANZ Electronic Channel.

1. RESPONSIBILITIES

1.1 ANZ's Responsibilities

(a) ANZ will receive applications for, process, and issue, Digital Certificates and will implement security principles designed to ensure (to the extent reasonably possible) that:

(i) such access is secure from intrusion;

(ii) the systems used by ANZ (to allow such access) are and remain available and reliable, operate correctly and are suited to performing their intended functions; and

(iii) any Communication You give ANZ to revoke any Digital Certificate is actioned as soon as reasonably practicable.

(b) ANZ may continue to accept Communications from Authorised Persons or via Host-to Host so long as the relevant Digital Certificate is Valid.

1.2 Your Responsibilities

(a) In addition to any other obligations You have in relation to ANZ Electronic Channels, You will only use Digital Certificates for Your business, not personally and only in relation to the Designated Products which allow access using Digital Certificates.

2. DIGITAL CERTIFICATES

2.1 Certificate Policies and Certification Practice Statements

(a) Digital Certificates provided by ANZ are subject to the following documents as amended from time to time which ANZ and You are bound by:

(i) Certificate Policy - the principal statement of policy governing the permitted uses and validity period of Digital Certificates.

(ii) Certification Practice Statement - this is a statement of the practices employed in issuing digital certificates and providing digital certificate services, in order to establish the integrity and security of the digital certificate services.

(b) If a conflict occurs between them, the terms and conditions in this document take precedence, followed by the Certificate Policy, followed by the Certification Practice Statement. If the conflict is still not resolved, the conflicting provisions are severed from the document lower in precedence.

2.2 Subscriber Digital Certificates

This section applies if You have a Subscriber Digital Certificate.

(a) You will:

(i) appoint and maintain at least one Authorised Person who has authority to:

(A) apply for the issuance of Subscriber Digital Certificates on Your behalf and facilitating the issuance of Subscriber Digital Certificates to You; and

(B) send Communications to ANZ to suspend, revoke, renew or reinstate Your Subscriber Digital Certificates;

(ii) keep Yourself informed of any notices issued by ANZ at www.anz.com/pki.

(b) The ANZ Certificate Policy and ANZ Certification Practice Statement are found at www.anz.com/pki.

(c) ANZ may at any time reasonably vary the ANZ Certificate Policy and ANZ Certification Practice Statement by posting the change at www.anz.com/pki and notifying You of it at least 30 Days before its effective date. ANZ will give You adequate lead time to do things reasonably required due to the change.

2.3 Host-to-Host Digital Certificates

This section applies if You have a Host-to-Host Digital Certificate.

(a) You will:

(i) ensure the safety and security of Your systems, including, without limitation, by implementing, and maintaining at all times, appropriate logical and physical security measures to protect the integrity of the Host-to-Host Digital Certificate and any Hardware Security Module (HSM);

(ii) appoint and maintain at least one contact for the Host-to-Host Digital Certificates and ensure that such contact(s) do not have the ability to instruct ANZ to make transfers and payments using the relevant ANZ Electronic Channel; and

(iii) where required, install the Host-to-Host Digital Certificate into a Hardware Security Module (HSM). Such Digital Certificates must not be installed within any software program or on any other device where Your ANZ Electronic Channel is ANZ Transactive and/or ANZ WebLink.

(b) The Trustmint Express Certificate Policy and TrustMint Express Certification Practice Statement are found at https://secure.identrust.com/certificates/ts/trustmintcp.pdf

(c) For the purposes of the TrustMint Express Certificate Policy, ANZ is both the "Registration Authority" and the "Sponsor".

(d) Despite anything in the TrustMint Express Certificate Policy:

(i) all queries and all requests for support, issuance and revocation of Host-to-Host Digital Certificates, the TrustMint Express Certificate Policy or any other related policies or documents must be referred to ANZ; and

(ii) while the Law governing the interpretation of the TrustMint Express Certificate Policy is Utah Law, all other aspects of the arrangements set out in Your Designated Product Documents will be governed by the governing law specified in those documents.

(e) Host-to-Host Digital Certificates are issued by Digital Signature Trust LLC, trading as Identrus Certificate Services, a wholly owned subsidiary of Identrus LLC (a Delaware limited liability company).

(f) You acknowledge that You are fully informed about the risks associated with the use of Host-to-Host Digital Certificates, and have taken all prudent precautions to guard against such risk. You acknowledge that You have not relied on ANZ's skill and judgment in determining either the risks or the precautions You should take. ANZ will maintain a record of the relevant status of Your Host-to-Host Digital Certificates on a register. A Host-to-Host Digital Certificate will initially be registered as Valid as soon as the issuance process has been completed relating to that Host-to-Host Digital Certificate.

(g) Unless otherwise specified in the Designated Product Documents, a Host-to-Host Digital Certificate will remain Valid for a period of two years from its initial date of issuance, unless You advise ANZ (and no other person) that the Host-to-Host Digital Certificate should be suspended or revoked for any reason, and ANZ has recorded such status on the register. ANZ must use reasonable endeavors to record any such change within one Business Day of receipt of Your written advice.

HOST-TO HOST-SOFTWARE LICENCE

This section only applies if You have a Host-to-Host connection to Your ANZ Electronic Channel and relates to Your use of the Software in relation to that connection.

1. LICENCE

You are granted a Licence to use the Host-to-Host Software.

2. YOUR RESPONSIBILITIES

(a) The Host-to-Host Software may only be used by You. You must not permit the Host-to-Host Software to be used by or for the benefit of any other person or entity, nor use the Host-to-Host Software at any time after the Licence has been terminated.

(b) The Licence permits usage on one or more physical systems and is restricted to usage of the Host-to-

Host Software only for the purpose of creating a secure connection to an ANZ Electronic Channel via Host-to-Host for the purpose of initiating and sending Communications to ANZ or receiving Communications from ANZ.

(c) You may use multiple copies of the Host-to-Host Software, the software codes and the associated documents, solely for the purposes of internal backup and for use by You in accordance with the Licence. You must store all additional copies in a safe place and take appropriate precautions to prevent unauthorized access or use.

(d) You acknowledge that copyright subsists in the Host-to-Host Software (whether printed or stored magnetically) and You must not delete any proprietary marks on the Host-to-Host Software.

(e) Any application program interface provided under the Licence can only be used by You in connection with the Host-to-Host Software. You must not use the application program interface for any other purpose.

3. SOFTWARE

3.1 Ownership

(a) The Host-to-Host Software (including copies) will at all times remain ANZ's sole and exclusive property, or the sole and exclusive property of any of ANZ's third parties including, Clear2Pay and its related companies. Nothing in any Designated Product Document transfers title to or rights of ownership or any other IP rights in the Host-to-Host Software or any associated documents or software codes to You.

3.2 Third party beneficiary

(a) The Host-to-Host Software (and associated products and Host-to-Host Digital Certificates) may incorporate tools or code owned by third parties including Clear2Pay and its related companies. You acknowledge that these third parties are third party beneficiaries of this Licence.

3.3 Confidentiality

(a) You acknowledge that the Host-to-Host Software, associated documents, software codes or any information contained therein in any form is confidential information. You must not provide, disclose or otherwise make available the confidential information to any person except for persons permitted in the Designated Product Documents, or agreed to in writing by ANZ or Clear2Pay (as relevant).

(b) This clause survives the termination of the Licence and the Designated Product Documents.

3.4 Disclaimer of warranty

(a) Except as otherwise expressly provided in the Designated Product Documents, neither ANZ, Clear2Pay nor any other third party make any warranty, express or implied, concerning the Host-to-Host Software or otherwise in connection with the Licence. All implied warranties, conditions and terms are, to the maximum extent permitted by Law, expressly excluded. To the extent that an implied warranty, condition or term cannot be excluded, You acknowledge that ANZ's, Clear2Pay's or other third party's liability is limited, at the option of that party, to:

(i) the replacement of the Host-to-Host Software;

(ii) the repair of the Host-to-Host Software; or

(iii) payment of the cost of having the Host-to-Host Software repaired.

(b) Neither ANZ, You, Clear2Pay nor any other third party will be liable for any Indirect Loss.

3.5 Upgrade, replacement, modifications

(a) Any upgrade, replacement or modification of the Host-to-Host Software will be deemed to be licensed to You on the same terms and conditions as the Licence. Nothing in this clause entitles You to receive any upgrade, replacement or modification of the Host-to-Host Software.

4. ASSIGNMENT

You may not assign, sub-licence, charge or otherwise deal with any of Your rights or obligations under the Licence without ANZ's prior written consent.

5. TERMINATION

(a) In addition to any other rights and remedies ANZ may have under the Designated Product Documents, ANZ (whether in its own right or on behalf of a third party beneficiary, including Clear2Pay) may immediately terminate the Licence if You fail to remedy (where it is capable of remedy), any breach of the Licence within 20 days after having been notified in writing by ANZ to remedy or desist from the breach.

(b) You must return the Host-to-Host Software to ANZ in the event that:

(i) You cease to use the Host-to-Host Software;

(ii) the Licence is terminated ; or

(iii) the Designated Product Documents are terminated.

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