

# **ANZ goMoney Terms and Conditions and Licence Agreement. Version 1.2.0**

## **1. Introduction**

ANZ goMoney is an iPhone application that allows users to check their account balance, view their transaction history, transfer money between their accounts and send payments to another bank account number ("Pay Anyone") or send payments to another bank account number by providing ANZ with the recipient's mobile phone number ("Pay to Mobile"). This service is enabled through an application available via the Apple App Store.

Together with the Electronic Banking Conditions of Use provided with your account terms and conditions, these ANZ goMoney Terms and Conditions form a legal contract between you, the account owner and us, Australia and New Zealand Banking Group Limited ("ANZ") in relation to your use of ANZ goMoney. It is important that you read and understand them before using ANZ goMoney as downloading the ANZ goMoney application from the Apple App Store is your acceptance of the ANZ goMoney Terms and Conditions.

The Electronic Banking Conditions of Use apply to ANZ goMoney, together with the additional conditions set out below. Where inconsistent, these ANZ goMoney Terms and Conditions will override the Electronic Banking Conditions of Use. Capitalised terms that are undefined in these ANZ goMoney Terms and Conditions take their meaning from the Electronic Banking Conditions of Use. The Electronic Banking Conditions of Use are included in the terms and conditions governing your ANZ account. References to "ANZ Mobile Phone Banking" in the Electronic Banking Conditions of Use include ANZ goMoney.

## **2. Eligibility**

In order to use ANZ goMoney you will need:

1. at least a 3G iPhone with iPhone OS version 3.1.2 or later software (or greater), that is enabled for cellular or wireless Internet connection ("Mobile Device"); and
2. to be registered for ANZ Phone Banking or ANZ Internet Banking (or have a valid Customer Registration Number and Password).

### **3. Fees and Charges**

Using ANZ goMoney will not incur any additional fees charged by ANZ.

You may incur charges from your mobile service provider for downloading and using ANZ goMoney. Any such charges are your sole responsibility and any matters regarding these charges should be raised with your mobile service provider.

### **4. Functionality**

ANZ goMoney allows users to check their account balance, view their transaction history, transfer money between their accounts pay bills using BPAY<sup>®</sup> and send payments to another bank account number (“Pay Anyone”) or send payments to another bank account number by providing ANZ with the recipient’s mobile phone number (“Pay to Mobile”).

International Services are not available using ANZ goMoney.

### **5. Balances**

Most ANZ goMoney and ANZ Internet Banking transactions will be reflected in the balance of your account immediately after the transaction is processed. However, this may not always occur.

Credit cards and commercial card transactions will only appear when the merchant processes the transactions.

BPAY<sup>®</sup> bill payments requested before 6pm AEST time on a Banking Business Day will be processed to your account on the same day. BPAY<sup>®</sup> bill payments requested after this time may be processed on the next Banking Business Day.

For commercial cards, the ‘Current Balance’ may not reflect the available credit on your card.

If you are an ANZ E\*TRADE customer, the E\*TRADE ANZ Cash Investment Account balance will not reflect unsettled trades. Please log on to ANZ E\*TRADE to obtain details of your current account balance including any unsettled trades.

The amount noted in Available Funds may include cheques waiting clearance.

In the event that you perform a transaction that overdraws your account or draws on uncleared funds, ANZ may in its discretion allow the transaction on the basis that you may be charged a service fee, which will be debited to your account.

## **6. Pay Anyone**

It is your responsibility to ensure that the details provided by you are correct or your transfer may be unsuccessful or may be paid to an unintended account. We do not check that the details provided by you are correct.

Pay Anyone transfers requested before 6.00pm (AEST) on a Pay Anyone Processing Day (Monday to Friday, except any day that is a public holiday in both Sydney and Melbourne) will be processed to your account on the same day. Transfers requested after this time may be processed on the following Pay Anyone Processing Day. When the payee's account will be credited will depend on the policy and systems of the payee's bank.

You cannot delete or cancel a transfer.

## **7. BPAY<sup>®</sup>**

ANZ goMoney allows you to pay bills using BPAY<sup>®</sup>. When using BPAY<sup>®</sup>, you must ensure that the Biller Code and Reference are correct or your payment may be unsuccessful or may be paid to an unintended account. You cannot:

- delete or cancel a bill payment once you have submitted the request to us; or
- make future dated bill payments or recurring bill payments.

BPAY View<sup>™</sup> is not available using ANZ goMoney. A limit of \$10,000 per transaction and \$15,000 per day applies to bill payments using BPAY<sup>®</sup> on ANZ goMoney. Bill payments requested before 6pm AEST on a Banking Business Day will be processed to your account on the same day. Any bill payment requested after 6pm AEST on a Banking Business Day may be processed on the next Banking Business Day. However, when the biller's account will be credited for this payment will depend on the policy and systems of the biller's bank. After you have completed your bill payment request, you will receive a receipt confirming your bill has been lodged for processing with us. The receipt

will contain a receipt number. BPAY® and BPAY View™ is registered to BPAY Pty Ltd ABN 69 079 137 518

## 8. Pay to Mobile

Pay to Mobile allows you to send a payment to a receiver with an Australian bank account ("Pay to Mobile Recipient") by providing the Pay to Mobile Recipient's mobile phone number.

- a. Following a request for a Pay to Mobile payment from you, ANZ will send an SMS to the Pay to Mobile Recipient notifying them that a Pay to Mobile payment is available for them to claim. ANZ will use all reasonable endeavours to send this SMS as soon as possible after you have set up the Pay to Mobile payment. However, ANZ is not liable for any delay in sending this SMS.
- b. For the Pay to Mobile Recipient to claim the Pay to Mobile payment you must advise them of the Collection Code notified to you by ANZ when you request the payment.
- c. You must provide the Collection Code to the Pay to Mobile Recipient only. You must not:
  - Disclose the Collection Code to any person other than the Pay to Mobile Recipient;
  - Allow any person other than the Pay to Mobile Recipient to see, or overhear you providing, the Collection Code; or
  - Record the Collection Code anywhere that is liable to loss, theft or abuse.

If the Collection Code is provided to any person other than the Pay to Mobile Recipient, that person may be able to claim the Pay to Mobile payment.

- d. For Pay to Mobile Recipients that are registered user's of ANZ goMoney and have a compatible ANZ bank account, Pay to Mobile payments will be processed directly to the Pay to Mobile Recipients ANZ bank account that they have nominated as their main account using ANZ goMoney without further information or action being required from you or the Pay to Mobile Recipient. You cannot delete or cancel a Pay to Mobile payment to a user of ANZ goMoney who has a compatible ANZ bank account.

For Pay to Mobile Recipients that are not registered user's of ANZ goMoney or do not have a compatible ANZ bank account, the Pay to Mobile Recipient must, claim the payment from <https://collect.anz.com> by entering:

- their mobile phone number;

- the exact amount of the Pay to Mobile payment they are claiming;
- the Collection Code; and
- the details of the account they wish the Pay to Mobile payment to be paid to.

If any of these details are entered incorrectly the claim of the Pay to Mobile payment may be unsuccessful. All details entered by the Pay to Mobile Recipient on <https://collect.anz.com> must be correct. In processing payments, ANZ does not check that the account number entered matches the account name or BSB details provided. To the extent permitted by law, ANZ is not liable for loss arising from any error in instructions given by the Pay to Mobile Recipient.

- e. The Pay to Mobile Recipient must successfully claim the Pay to Mobile payment by midnight Melbourne time on the seventh day following the day on which ANZ sends an SMS notifying the Pay to Mobile Recipient that the Pay to Mobile payment is available for them to claim. If the Pay to Mobile Recipient does not successfully claim the Pay to Mobile payment within this time the funds will be returned to the account the funds were debited from by the eighth day following the date on which ANZ sends an SMS to the Pay to Mobile Recipient notifying them that Pay to Mobile payment is available for them to claim, and the Pay to Mobile Recipient will not be able to claim the Pay to Mobile payment.
- f. Pay to Mobile payments will be processed to your account on the same day that you request the Pay to Mobile payment. When the Pay to Mobile Recipient's account will be credited will depend on the policy and systems of the Pay to Mobile Recipient's bank.
- g. Once the Pay to Mobile payment has been processed to your account your account will be debited for the amount of the payment. ANZ does not pay interest on amounts credited to your account if the Pay to Mobile Recipient does not claim the Pay to Mobile payment or the funds are credited back to your account for any other reason.
- h. You agree to advise the Pay to Mobile Recipient that you have provided ANZ with their mobile phone number for the purpose of notifying them of the Pay to Mobile payment.
- i. It is your responsibility to ensure that the details provided by you are correct or your transfer may be unsuccessful or may be paid to an unintended account. We do not check that the details provided by you are correct.
- j. If the Pay to Mobile Recipient wishes to dispute the amount or payment of the Pay to Mobile payment they must contact you directly.
- k. ANZ is not liable for any loss to you or the Pay to Mobile Recipient as a result of:

- You disclosing the amount of the Pay to Mobile payment and the Collection Code to any person other than the Pay to Mobile Recipient; or
  - You failing to provide the amount of the Pay to Mobile payment and the Collection Code to the Pay to Mobile Recipient.
- I. ANZ is not liable for any loss or damage suffered by any person resulting from:
- any failure or delay by you to provide the Pay to Mobile Recipient with the correct information to request the payment of the Pay to Mobile payment (including the Collection Code);
  - if any person other than the Pay to Mobile Recipient becomes aware of the amount of the Pay to Mobile payment or the Collection Code other than as a result of the fraudulent or negligent conduct of ANZ's employee's or agents;
  - if the amount of the Pay to Mobile payment, the Collection Code or account details entered by the Pay to Mobile Recipient when claiming the Pay to Mobile payment are incorrect;
  - if sufficient cleared funds are not available in the your account for the payment to proceed; or
  - if ANZ delays, blocks or refuses to process a payment for any reason.

## 9. Your Obligations

You agree you will:

- Not leave your Mobile Device unattended and left logged into ANZ goMoney.
- Lock your Mobile Device or take other steps necessary to stop unauthorised use of ANZ goMoney.
- Notify ANZ immediately if your Mobile Device is lost or stolen.
- Not use ANZ goMoney for any purpose other than to carry out enquiries on your accounts, or make bill payments or transfers.
- Not act fraudulently or maliciously in relation to the ANZ goMoney application or software. As examples, you will not copy, modify, adversely effect, reverse engineer, hack into or insert malicious code into the ANZ goMoney application or software.
- Only install approved applications on your iPhone, and that you will not override the software lockdown on your iPhone (i.e. jailbreak your iPhone).

## **9. Liability and Indemnity**

The Electronic Banking Conditions of Use set out the liability of you and ANZ when using ANZ goMoney.

ANZ will not be responsible for any inability of your Mobile Device to access or use ANZ goMoney, or for any loss or damage to your Mobile Device resulting from your access or use, or attempted access or use, of ANZ goMoney (including downloading any associated applications for ANZ goMoney), and you should satisfy yourself as to these matters before attempting to access or use ANZ goMoney.

We will not be liable for any loss arising from your use of ANZ goMoney, including loss arising from any security breach, if you have acted fraudulently (either alone or together with any other person), if you have installed applications on your phone other than those available from the Apple App Store, or if you have caused or contributed to that loss, for example, by failing to comply with any of these ANZ goMoney Terms and Conditions or the Electronic Banking Conditions of Use.

You acknowledge that any unauthorised reproduction by you of any proprietary information provided or available via ANZ goMoney or any portion of it may result in legal action being taken.

## **10. Helpdesk**

For assistance in your use of ANZ goMoney please call ANZ Mobile Phone Banking on 13 33 50. This service will be available 24 hours, 365 days a year. This service is provided on the condition that neither we nor our employees will be liable for any direct or indirect loss suffered by you, resulting from your use of the service.

This service will not be responsible for providing advice specific to your Mobile Device, including data connections, cellular charges to your Mobile Device accounts.

## **11. Suspension or Termination of Use and Service Quality**

ANZ may suspend or terminate your use of ANZ goMoney at any time.

The provision and subsequent use of ANZ goMoney is subject to the reliability and availability of third party service providers including software providers and network service providers. ANZ will not be liable for any direct or indirect loss suffered by you, as a result of a reduced level of service caused by any third party.

## **12. Changes to ANZ goMoney and the ANZ goMoney Terms and Conditions**

ANZ can change the ANZ goMoney Terms and Conditions at any time. ANZ will give you 20 days prior notice of any changes which:

- Impose or increase charges relating solely to the use of ANZ goMoney;
- Increase your liability for losses relating to transactions conducted using ANZ goMoney; or
- Change your daily transaction limit or other periodical transaction limit applying to the use of ANZ goMoney.

ANZ will notify you of the above changes by:

- Posting information on [www.anz.com](http://www.anz.com);
- Notice in our branches;
- Public notice; or
- Written or electronic notice to you (including via your Mobile Device).

## **13. Other matters**

In relation to these ANZ goMoney Terms and Conditions, no delay or failure to act will be construed as a waiver of or in any way prejudice, any of our rights. No waiver will be effective unless it is in writing. A waiver or a breach will not waive any other breach.

- a. You acknowledge that these ANZ goMoney Terms and Conditions are between ANZ and you, and not Apple Inc (“Apple”). You are given a non-transferable licence to use ANZ goMoney on your Mobile Device in accordance with these ANZ goMoney Terms and Conditions and the Apple Usage Rules in the Apple Store Terms of Service.

Subject to these ANZ goMoney Terms and Conditions and the Electronic Banking Conditions of Use, ANZ is solely responsible for ANZ goMoney, and Apple Inc is not responsible for ANZ goMoney in any way. To the maximum extent permitted by law, Apple has no warranty obligations whatsoever with respect to ANZ goMoney. You agree that ANZ, and not Apple, is responsible for:

- addressing any claims by you or a third party in relation to ANZ goMoney, including but not limited to product liability



- claims, claims that ANZ goMoney fails to confirm to legal or regulatory requirements or consumer protection claims;
- investigating any claim that ANZ goMoney breaches third party intellectual property rights, and for defending, settling or discharging such claim;
  - maintenance and support services for ANZ goMoney.

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.

You must comply with all third party service providers terms of use (for example, software providers and network service providers) when using ANZ goMoney.

You agree that Apple and its subsidiaries are third party beneficiaries of these ANZ goMoney Terms and Conditions and that Apple has the right to (and will be deemed to have accepted the right) to enforce these ANZ goMoney Terms and Conditions against you as a third party beneficiary.

- b. By clicking “Install” you agree to receive the ANZ goMoney Terms and Conditions and any amendments to them electronically via the Apple App Store or the Mobile Device and understand ANZ will not send you a paper copy.