

ANZ EXPENSE MANAGER

TERMS AND CONDITIONS | 11.16



CONTENTS

1	Introduction	4
2	Defined Terms	4
2.1	Interpretation	7
2.2	Customer More Than One Person	8
3	Provision of ANZ Expense Manager	8
4	ANZ Expense Manager Silver	8
4.1	Silver Software	8
4.2	Implementation of ANZ Expense Manager Silver	9
4.3	Use of ANZ Expense Manager Silver	9
4.4	Transmission of Non-ANZ Data Files	9
4.5	Support	10
4.6	Upgrades	10
4.7	Termination	11
5	ANZ Expense Manager Gold	11
5.1	Gold Software	11
5.2	Implementation of ANZ Expense Manager Gold	11
5.3	Use of ANZ Expense Manager Gold	12
5.4	Transmission of Non-ANZ Data Files	12
5.5	Support	13
5.6	Upgrades	13
5.7	Termination	14
6	Fees and Charges	14
6.1	ANZ Customer Fees	14
6.2	Tax Invoice	14
6.3	Non-ANZ Issuer fees	15
6.4	Nominated Cards and Active Users	15

7	General	15
7.1	You are a customer of ANZ	15
7.2	Using ANZ Expense Manager	16
7.3	User names and passwords	16
7.4	Equipment	16
7.5	Virus protection	16
7.6	Your obligations	17
7.7	Intellectual Property	17
7.8	Availability of ANZ Expense Manager	17
7.9	Transmission of information	18
7.10	ANZ Liability	18
7.11	Changes to these Terms and Conditions	19
7.12	Government Taxes and Charges	20
7.13	Privacy	20
7.14	Confidential Information	22
7.15	Waiver	22
7.16	Changes in Law	22
7.17	How ANZ Gives You Notices	22
7.18	How You Give ANZ Notices	23
7.19	Assignment of Rights	24
7.20	Code of Banking Practice	24
7.21	GST	24
7.22	Anti-Money Laundering and Sanctions	25

These Terms and Conditions only apply if you have applied for ANZ Expense Manager.

1 INTRODUCTION

ANZ Expense Manager is an expense management application provided by ANZ. ANZ Expense Manager allows Customers to allocate expenses incurred on an ANZ or non-ANZ issued credit or charge card through an online software program installed on the Customer's computer system to assist with the Customer's management of credit and/or charge card expenses.

ANZ agrees to provide the Customer with ANZ Expense Manager on the terms and conditions of the Agreement.

By completing and signing the Application Form, you accept these Terms and Conditions. You become a Customer on the date which is the later of:

- The date ANZ notifies you that your application for ANZ Expense Manager has been approved; or
- The date you sign the Letter of Offer, accepting ANZ's offer of an ANZ Commercial Card facility and ANZ Expense Manager.

2 DEFINED TERMS

"Active User" includes account administrators and any other person accessing ANZ Expense Manager who does not also have a credit and/or charge card managed on ANZ Expense Manager.

"Agreement" means the Letter of Offer and these Terms and Conditions.

"ANZ" means Australia and New Zealand Banking Group Limited ABN 11 005 357 522 and, where appropriate, the Service Provider.

"ANZ Customer Fee" means the fee payable for the provision of ANZ Expense Manager outlined in the Letter of Offer.

“ANZ Data File” means a Visa Compliant File containing all cardholder transactions received by 4–5 ANZ on a particular Business Day for the Customer but, for the avoidance of doubt, may not include all transactions initiated by a cardholder on a particular Business Day (because, for example, it was an offline or manual transaction).

“ANZ Expense Manager” means ANZ Expense Manager Silver and ANZ Expense Manager Gold, the expense management applications provided by ANZ in accordance with the Agreement.

“ANZ Expense Manager Silver” means the expense management application provided by ANZ which enables Customers to manage expenses incurred on an ANZ or non-ANZ issued credit or charge card through the Silver Software and Silver Services.

“ANZ Expense Manager Gold” means the expense management application provided by ANZ which enables Customers to manage expenses incurred on an ANZ or non-ANZ issued credit or charge card through the Gold Software and the Gold Services.

“ANZ Expense Manager Service” means any service described in clauses 4 and 5.

“ANZ Manager” ANZ Manager means the ANZ Commercial Cards representative with whom the Customer has a relationship.

“Application Form” means the ANZ Expense Manager Application Form completed by the Customer.

“Business Day” means a day that is not Saturday, Sunday or a public holiday in Melbourne.

“Confidential Information” means this Agreement and that fact that this Agreement exists, and any information, procedures and material of whatever nature and in whatever medium relating to one party (the Discloser), including, where relevant, information and material relating to Discloser’s customers (former, current or potential), the Discloser’s related bodies corporate (as defined in the Corporations Act), or other third parties which is or has been disclosed, or becomes available to, or is accessible by the other party (the Recipient) in any discussion or activity related to the Agreement, which a reasonable person in the position of the Recipient would

consider to be of a confidential nature. Such information shall not include information that:

- was in the public domain at the time of its disclosure by the Discloser or acquisition by the Recipient; or
- became part of the public domain after its disclosure by the Discloser or acquisition by the Recipient, otherwise than through a disclosure in breach of an obligation of confidence; or
- is or came lawfully in to the possession of the Recipient independently of and not related in any way to this agreement; or
- was independently known by the Recipient at the time of its disclosure by the Discloser or acquisition by the Recipient.

"Customer" means individually and collectively a Silver Customer and/or a Gold Customer.

"Eligible Cardholder Transactions" means those transactions contained in an ANZ Data File.

"Gold Customer" means a person listed in the Application Form who has elected to receive the **"Gold Package"** and includes the person's executors, administrators, successors and permitted transferees.

"Gold Services" means any service described in clause 5 and includes the Gold Software.

"Gold Software" means the software provided to the Customer under this Agreement to facilitate the provision of the Gold Services;

"Letter of Offer" means the letter of offer issued to the Customer by ANZ for an ANZ Commercial Card facility and the ANZ Expense Manager.

"Minimum Customer Fee" means the minimum fee payable for the provision of ANZ Expense Manager outlined in the Letter of Offer.

"Nominated Cards" means the primary and supplementary ANZ-issued credit or charge card nominated by the Customer on the Application Form with sufficient available credit to accommodate the debits undertaken in accordance with clause 6.4.

“Non-ANZ Data File” means data provided to the Service Provider by a non-ANZ credit card or charge card issuer at the direction of the Customer in connection with the ANZ Expense Manager Services.

“Self-Install Wizard” means that part of the Silver Software which allows a Silver Customer to self- install the Silver Software on the Customer’s computer system.

“Service Provider” means Inlogik Pty Ltd ABN 35 058 997 121 or any other service provider nominated by ANZ from time to time.

“Silver Customer” means a person listed in the Application Form who has elected to receive the “Silver Package” and includes the person’s executors, administrators, successors and permitted transferees.

“Silver Services” means any service described in clause 4 and includes the Silver Software.

“Silver Software” means the software provided to the Customer under this Agreement to facilitate the provision of the ANZ Expense Manager Services and includes, without limitation, the Self-Install Wizard.

“Terms and Conditions” means these ANZ Expense Manager Terms and Conditions as varied from time to time.

“Web Portal” means an electronic link available with both the Gold Software and the Silver Software which allows a Customer to submit an electronic request for assistance directly to the Service Provider.

“you”, “your” or “yours” means the Customer .

2.1 INTERPRETATION

- (a) A reference to an individual or person includes a reference to a company or partnership and vice versa.
- (b) The singular includes the plural and vice versa.
- (c) A reference to an agreement, a document or a law is a reference to the agreement, document or law (and, if applicable, any of its provisions) as amended, novated, supplemented or replaced for the time being.

- (d) A schedule to a document is a part of the document.
- (e) Section, clause and other headings and notes are not part of this agreement; they are for convenience only.
- (f) Where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning.

2.2 CUSTOMER MORE THAN ONE PERSON

If the Customer is made up of more than one (1) person:

- (a) the liability of those persons under this agreement is joint and several; and
- (b) a reference to 'you' or 'Customer' includes a reference to each of those persons individually and to any two (2) or more of them together.

3 PROVISION OF ANZ EXPENSE MANAGER

ANZ agrees to provide you with your selection of either ANZ Expense Manager Gold or ANZ Expense Manager Silver in accordance with the Agreement. ANZ agrees to do this in exchange for you carrying out your obligations under the Agreement (including without limitation your obligation to pay the ANZ Customer Fee)

4 ANZ EXPENSE MANAGER SILVER

If you elect to receive the ANZ Expense Manager Silver, ANZ agrees to provide you with the Silver Services as set out below.

4.1 SILVER SOFTWARE

You are granted a non-exclusive limited licence to access and use the Silver Software solely to the extent necessary for you to receive the benefit of the Silver Services.

The grant of this limited licence is conditional upon your agreement to, and compliance with, the terms and conditions of the Agreement.

4.2 IMPLEMENTATION OF ANZ EXPENSE MANAGER SILVER

Once your application is approved, ANZ will email you an implementation pack which will include, without limitation, a link to install the Silver Software and training materials to assist you with the installation and use of the Silver Software.

You are granted a limited licence to access and use the training materials solely to the extent necessary for you to receive the benefit of the Silver Services. This licence may be revoked by ANZ at any time by notice to you.

You will be unable to use ANZ Expense Manager Silver until the Silver Software has been successfully installed on your computer system and the first ANZ Data File has been uploaded by the Service Provider to ANZ Expense Manager Silver.

4.3 USE OF ANZ EXPENSE MANAGER SILVER

Eligible Cardholder Transactions will appear on ANZ Expense Manager Silver on the next Business Day after the Eligible Cardholder Transaction took place.

However, you acknowledge that the transmission of an ANZ Data File involves a third party who will encrypt the information contained in the ANZ Data File before forwarding to the Service Provider. From time to time, there may be delays in the transmission of the ANZ Data File from the third party to the Service Provider and, in those cases, ANZ is not liable to you for any loss or damage you suffer due to a delay (whether avoidable or not) in the transmission of the ANZ Data Files from the third party to the Service Provider.

4.4 TRANSMISSION OF NON-ANZ DATA FILES

You may elect to view and manage non-ANZ credit and charge card expenses through ANZ Expense Manager Silver. If so, it is your sole responsibility to procure the transmission of Non-ANZ Data Files to the Service Provider.

ANZ will use all reasonable endeavours to process and load the Non-ANZ Data File onto ANZ Expense Manager Silver as soon as possible. However, you acknowledge that the length of time it takes to load the Non-ANZ Data File depends on a number of factors including (without limitation) the quality of the data, the time of receipt of the Non-ANZ Data File and any corruption or error identified in the Non-ANZ Data File. ANZ will contact you directly to resolve any issues with the Non-ANZ Data File.

ANZ has no responsibility whatsoever for any Non-ANZ Data Files and is not liable for any loss or damage suffered by you in any way connected with the transmission or uploading of the Non-ANZ Data Files or with the management of expenses contained in the Non-ANZ Data Files.

4.5 SUPPORT

4.5.1 During the implementation period

For sixty (60) days from the date of installation of the Silver Software (Initial Period), you can call 1300 720 998 (or any other number provided to you by ANZ) for advice and assistance with any queries you may have in relation to Silver Services (including in relation to the Silver Software), without payment of a fee.

4.5.2 After the implementation period

After the expiry of the Initial Period, you must submit any requests for assistance (whether service questions or fault notifications) through the Web Portal. You will not be charged a fee for submitting this request.

After submitting this request you will be advised within 48 hours of the categorisation of the request (for example, whether it is regarded as a service question or a fault) and provided with an estimated time frame for rectification of the issue. This time frame will vary, depending on the nature and extent of the issue, and you acknowledge that you may be unable to use ANZ Expense Manager Silver until the issue is rectified.

4.6 UPGRADES

From time to time, you may be notified of an upgrade for the Silver Software (excluding the Self Install Wizard). The software upgrade will happen automatically, unless ANZ requires your assistance, in which case ANZ will

contact you and advise you of its requirements. In this case, you must provide all assistance requested of ANZ.

Your rights to use the Silver Software (including the non-exclusive limited licence) are automatically upgraded to the use of the upgraded software.

4.7 TERMINATION

ANZ may terminate your ANZ Expense Manager Silver at any time by giving you thirty (30) days' written notice regardless of whether or not you are in breach of the Agreement. You may terminate ANZ Expense Manager Silver by advising your ANZ Manager in writing or by faxing to ANZ the details at least seven (7) Business Days before you intend the termination to take effect.

5 ANZ EXPENSE MANAGER GOLD

If you elect to receive the ANZ Expense Manager Gold, ANZ agrees to provide you with the Gold Services as set out below

5.1 GOLD SOFTWARE

You are granted a non-exclusive limited licence to access and use the Gold Software solely to the extent necessary for you to receive the benefit of the ANZ Expense Manager Gold Services.

The grant of this limited licence is conditional upon your agreement to, and compliance with, these Terms and Conditions.

5.2 IMPLEMENTATION OF ANZ EXPENSE MANAGER GOLD

If your application is approved, ANZ will:

1. contact you to arrange a time to assist you with the implementation of the Gold Software and provide training materials to assist you with the installation and use of the Gold Software;
2. attend your business at least twice during the implementation phase of the Gold Software; and

3. conduct a minimum of one x½day on-site training at your business on the operation and features of the Gold Software.

You are granted a limited licence to access and use the training materials solely to the extent necessary for you to receive the benefit of the ANZ Expense Manager Gold. This licence may be revoked by ANZ at any time by notice to you.

You will be unable to use ANZ Expense Manager until the Gold Software has been successfully installed on your computer system and the first ANZ Data File has been uploaded by the Service Provider.

5.3 USE OF ANZ EXPENSE MANAGER GOLD

Eligible Cardholder Transactions will appear on ANZ Expense Manager Gold on the next Business Day after the Eligible Cardholder Transaction took place.

However, you acknowledge that the transmission of the ANZ Data File involves a third party who will encrypt the information contained in the ANZ Data File. From time to time, there may be delays in the transmission of the ANZ Data File from the third party, in those cases, ANZ is not liable to you for any loss or damage you suffer due to a delay (whether avoidable or not) in the transmission of the ANZ Data Files from the third party.

5.4 TRANSMISSION OF NON-ANZ DATA FILES

You may elect to view and manage non-ANZ credit and charge card expenses through ANZ Expense Manager Gold. If so, it is your sole responsibility to procure the transmission of Non-ANZ Data Files to ANZ.

ANZ will use all reasonable endeavours to process and load the Non-ANZ Data File onto ANZ Expense Manager Gold as soon as possible, however the length of time it takes to load the Non-ANZ Data File depends on a number of factors including (without limitation) the quality of the data, the time of receipt of the Non-ANZ Data File and any corruption or error identified in the Non-ANZ Data File. ANZ will contact you to resolve any issues with the Non-ANZ Data File.

ANZ has no responsibility for any Non-ANZ Data Files and is not liable for any loss or damage suffered by you in any way connected with the transmission of Non-ANZ Data Files or with the management of expenses contained in the Non-ANZ Data Files.

5.5 SUPPORT

5.5.1 During the implementation period

For sixty (60) days from the date of installation of the Gold Software (Initial Period), you can call 1300 720 998 (or any other number provided to you) for advice and assistance with any queries you may have in relation to Gold Services (including in relation to the Gold Software), without payment of a fee.

5.5.2 After the implementation period

After the expiry of sixty (60) days from the date of the Initial Period, you must submit any requests for assistance (whether service questions or fault notifications) by either:

1. calling 1300 720 998 or any other number provided to you by ANZ; or
2. submitting the request through the Web Portal.

You will not be charged a fee for contacting the number above or submitting a request.

After contacting the number above or submitting a request, you will be advised within 48 hours of the categorisation of the request (for example, whether it is regarded as a service question or a fault) and provided with an estimated time frame for rectification of the issue. This time frame will vary, depending on the nature and extent of the issue and you acknowledge that you may be unable to use ANZ Expense Manager Gold until the issue is rectified.

5.6 UPGRADES

From time to time, you may be notified of an upgrade for the Gold Software. The software upgrade will happen automatically, unless ANZ requires your assistance, in which case ANZ will contact you and advise you of its requirements. In this case, you must provide all assistance requested of ANZ.

Your rights to use the Gold Software (including the non-exclusive limited licence) are automatically upgraded to the use of the upgraded software.

5.7 TERMINATION

ANZ may terminate your ANZ Expense Manager Gold at any time by giving you thirty (30) days written notice regardless of whether or not you are in breach of the Agreement. You may terminate ANZ Expense Manager Gold by advising your ANZ Manager in writing or by faxing to ANZ the details at least seven (7) Business Days before you intend the termination to take effect.

6 FEES AND CHARGES

6.1 ANZ CUSTOMER FEES

ANZ will charge you the ANZ Customer Fee and any other fees and charges applicable to ANZ Expense Manager at the rate, time frames and manner set out in the Letter of Offer or as otherwise notified to you by ANZ.

The ANZ Customer Fee is payable in respect of:

- each ANZ and non-ANZ issued credit and/or charge card managed on ANZ Expense Manager; and
- each Active User.

The ANZ Customer Fee will be debited against each ANZ and non-ANZ issued credit and/or charge card managed on ANZ Expense Manager each month. The ANZ Customer Fee for each Active User will be debited against the Nominated Cards each month in accordance with clause 6.4.

ANZ may vary the ANZ Customer Fee and any other fees and charges applicable to ANZ Expense Manager, or introduce new fees, by providing you with 30 days' notice.

6.2 TAX INVOICE

The Service Provider will issue you a tax invoice each month in respect of the ANZ Customer Fee and any other fees and charges paid by you to ANZ in that month.

6.3 NON-ANZ ISSUER FEES

If you elect to manage non-ANZ issued credit and/or charge cards on ANZ Expense Manager, you may incur certain fees from your other financial institution/s. It is your responsibility to manage any fees associated with non-ANZ issued credit and/or charge cards and ANZ accepts no responsibility whatsoever for any fees incurred by you from other financial institutions in connection with managing non-ANZ issued credit and/or charge cards on ANZ Expense Manager.

6.4 NOMINATED CARDS AND ACTIVE USERS

You must provide the Nominated Card details to ANZ. ANZ will debit the primary Nominated Card for the ANZ Customer Fees payable for all Active Users at the rate, time frames and manner set out in the Letter of Offer. However, ANZ may also debit this card for any ANZ Customer Fee which cannot be debited against another card managed on ANZ Expense Manager for any reason (because, for example, the other card has reached its credit limit or has been cancelled throughout the month).

If you have not incurred more than the Minimum Customer Fee in ANZ Customer Fees in any given month, the Nominated Card will be debited for the applicable Minimum Customer Fee. This fee replaces the ANZ Customer Fees for that month.

If ANZ is unable to debit the primary Nominated Card for whatever reason, the supplementary Nominated Card will be debited.

7 GENERAL

7.1 YOU ARE A CUSTOMER OF ANZ

By accepting these Terms and Conditions, you acknowledge that:

- ANZ has procured the Service Provider to provide ANZ Expense Manager to you on its behalf;
- You are a customer of ANZ;
- You must follow all reasonable directions given to you by ANZ or the Service Provider; and

- You must return any documents or information provided to you throughout the course of receiving ANZ Expense Manager upon termination of the Agreement.

7.2 USING ANZ EXPENSE MANAGER

You must ensure that any use of the ANZ Expense Manager is solely for your internal business purposes and is not used for providing outsourced services to any third party unless you have received the prior written approval of ANZ.

It is your responsibility to keep backups of all ANZ and non-ANZ issued credit and/or charge card expense details.

7.3 USER NAMES AND PASSWORDS

You must ensure that any user names and passwords issued to you in connection with ANZ Expense Manager are kept confidential and you take reasonable steps to safeguard these user names and passwords. You must immediately notify ANZ if you reasonably believe that your user names and passwords have been compromised or have otherwise been lost or forgotten.

7.4 EQUIPMENT

You are solely responsible for and must bear all costs associated with providing the necessary equipment, facilities and connectivity, including without limitation any internet access and telecommunications services to enable you to use and access ANZ Expense Manager.

You must ensure that your equipment complies with any minimum requirements notified to you by ANZ.

7.5 VIRUS PROTECTION

ANZ Expense Manager is an internet-based application and you are therefore responsible for maintaining comprehensive virus protection software on your computer system. ANZ accepts no liability in the event your computer system is compromised by a virus (whether preventable or not) which was obtained in connection with your use of ANZ Expense Manager that in any way causes loss or damage to you (including, without limitation, the loss of transaction data for any cards managed on ANZ Expense Manager).

7.6 YOUR OBLIGATIONS

You must not:

- Assign or grant sublicences of any of your rights under this Agreement or permit third parties to use or modify the Gold Software or the Silver Software;
- Provide the Gold Software or the Silver Software either directly or indirectly to any third party;
- Copy, modify, enhance or adapt the Gold Software or the Silver Software or any part of the ANZ Expense Manager Services;
- Unless otherwise permitted by law, reverse engineer or decompile the Gold Software or the Silver Software;
- Exploit the Gold Software or the Silver Software or use the ANZ Expense Manager Services otherwise than as permitted under this Agreement;
- Based on the Gold Software, Silver Software or any other feature of the ANZ Expense Manager Services, attempt to create any software or services which has features or functionality the same as or similar to the features and functionality of the Gold Software, Silver Software or the ANZ Expense Manager Services.

7.7 INTELLECTUAL PROPERTY

This Agreement does not assign to you any intellectual property rights in the Gold Software, Silver Software or the ANZ Expense Manager Services.

7.8 AVAILABILITY OF ANZ EXPENSE MANAGER

ANZ cannot guarantee the uptime and availability of ANZ Expense Manager. From time to time, there may be circumstances outside the control of ANZ which results in ANZ Expense Manager being unavailable. If these circumstances arise, ANZ accepts no liability for any loss or damage you suffer as a result of being unable to access ANZ Expense Manager.

From time to time ANZ may, by giving you notice, deactivate or disconnect access to ANZ Expense Manager to carry out system maintenance, upgrading, testing or repairs.

ANZ may immediately limit or suspend your access to ANZ Expense Manager without notice if they reasonably suspect that you or any person using your user name and password are using ANZ Expense Manager for an unlawful or improper purpose.

7.9 TRANSMISSION OF INFORMATION

ANZ Expense Manager requires the exchange of certain information between ANZ, the Service Provider and the Customer. Unless this information is exchanged, ANZ may be unable to provide ANZ Expense Manager to you. You acknowledge and agree that this information may be:

- (a) exchanged between ANZ and the Service Provider for the purpose of establishing and maintaining a Customer on ANZ Expense Manager; or
- (b) provided by the Customer to the Service Provider for the purpose of the Service Provider providing implementation services and ongoing support for the provision of ANZ Expense Manager Services; or
- (c) transmitted, received or stored, processed, generated, compiled or modified through the use, or in connection with the provision of ANZ Expense Manager either to or from ANZ, the Service Provider or the Customer.

7.10 ANZ LIABILITY

To the extent permitted by law and without limiting any other clause in these Terms and Conditions, ANZ will not be responsible for any loss or damage (including consequential loss or damage) suffered by you under this Agreement including, but not limited to, loss or damage arising from events within ANZ's direct control or suffered because any telephone line, internet connection or other communication device or service is malfunctioning or not operating, except loss or damage arising from events within ANZ's direct control or attributable to the negligence or wilful default of ANZ.

To remove any doubt and without limiting the generality of this provision, ANZ Expense Manager is dependent on communications, processing and other systems (including, without limitation, a working internet connection) which are subject to interruption or breakdown for a variety of reasons outside of ANZ's

control. ANZ will not have any liability for such failure, delay or any other matter resulting from it.

You indemnify ANZ against all claims, damages, actions, losses and liabilities which ANZ or any of its employees, contractors or agents suffers or incurs arising directly or indirectly from your negligence or fraud.

7.11 CHANGES TO THESE TERMS AND CONDITIONS

ANZ may change any of the following by giving you reasonable notice of the change, either in writing, or by advertisement in a major or national daily newspaper:

- the name, charging date, frequency, manner of payment or method of calculation of any fee payable under these Terms and Conditions;
- the services or software under ANZ Expense Manager Silver and ANZ Expense Manager Gold;
- the Service Provider of ANZ Expense Manager Silver and ANZ Expense Manager Gold;
- the technological system or infrastructure requirements to run ANZ Expense Manager Silver or ANZ Expense Manager Gold;
- transfer, novate or assign ANZ's rights and/or obligations under these Terms and Conditions or Agreement (including, for the avoidance of doubt, to the Service Provider);
- the name of ANZ Expense Manager Silver and ANZ Expense Manager Gold; or
- any other term or condition in these Terms and Conditions.

ANZ may make the following changes by giving you thirty (30) days notice in writing:

- introduce new fees and charges for ANZ Expense Manager; or
- vary the ANZ Customer Fee or any other fees and changes for ANZ Expense Manager.

Despite this clause, ANZ will always give you notice in accordance with any applicable laws or industry codes (such as the Code of Banking Practice) which require any minimum notice periods or specific methods of notification.

7.12 GOVERNMENT TAXES AND CHARGES

If any government taxes, duties, or charges such as stamp duty become payable (whether by you or by ANZ) on or in connection with these terms and conditions, you authorise ANZ to debit any such amount when due:

- to the Nominated Cards; or
- to any other ANZ account held by you where there is insufficient credit on the Nominated Cards to pay the amount when due; or
- if you do not have sufficient credit available on the Nominated Cards and do not hold an ANZ account with sufficient funds to pay the taxes, duties or charges when due, you acknowledge that the tax, duty or charge becomes a debt due to ANZ and payable on demand.

7.13 PRIVACY

7.13.1 If you are a partnership or corporation, you agree to obtain the consent of your partners or directors and shareholders for ANZ to use and disclose their personal information as follows. In this clause, “their” or “them” or “they” refers to a partner or director, both individually and collectively.

7.13.2 ANZ may collect and use their personal information:

- To provide information about a product or service;
- To consider your or their request for a product or service;
- To enable ANZ to provide, or procure the provision of, a product or service;
- To tell you or them about other products or services that may be of interest to you or them;
- To assist in arrangements with other organisations in relation to the promotion or provision of a product or service;
- To perform administrative and operational tasks (including risk management, systems development and testing, credit scoring, staff training and market or satisfaction research);

- To prevent or investigate any fraud or crime (or a suspected fraud or crime); and
- As required by relevant laws, regulation, codes and external payment systems.

7.13.3 If you or they do not provide some or all of the information requested, ANZ may be unable to provide you with ANZ Expense Manager.

7.13.4 ANZ may provide their information to:

- Another member of the ANZ group;
- Any outsourced service provider (including, without limitation, the Service Provider, mailing houses and debt collection agencies);
- Credit reporting agencies;
- An alliance partner for the purpose of promoting or using its products or services;
- Regulatory bodies, government agencies, law enforcement bodies and courts;
- Participants in the payments system (including, without limitation, Visa, MasterCard and American Express);
- Other financial institutions;
- Insurers and re-insurers;
- Your referee; and
- Any person who introduces you to ANZ.

7.13.5 Subject to the provisions of the Privacy Act, they may access their personal information at any ANZ branch or by calling ANZ Commercial Cards on 1800 032 481. ANZ may charge you a reasonable fee for doing so. If they can show that information about them is inaccurate, ANZ must take reasonable steps to ensure it is accurate.

7.13.6 ANZ will not collect sensitive information about them, such as health information, without their consent.

7.13.7 If they give ANZ personal information about someone else, they should show them a copy of this document so they may understand the manner in which their personal information may be used or disclosed by ANZ in connection with your or their dealings with ANZ.

7.14 CONFIDENTIAL INFORMATION

Each party may only use the Confidential Information of the other party solely for the purposes of performing its obligations under this Agreement.

A party must keep the other party's Confidential Information confidential and must only use it for the purpose for which it was disclosed. Subject to this clause, a party must not disclose the other party's Confidential Information without the prior written consent of the other party except if the Confidential Information is required to be disclosed by law.

7.15 WAIVER

The rights ANZ has under these terms and conditions cannot be waived except by ANZ giving you written notice waiving the particular right. In particular:

- ANZ does not waive any right merely because it does not exercise that right or does not exercise it as soon as it can; and
- if ANZ exercises a right once or partly, it does not mean it cannot exercise that right again or other rights.

7.16 CHANGES IN LAW

ANZ may immediately terminate your ANZ Expense Manager Service (including revoking any licences associated with the service) by giving you written notice if, in ANZ's reasonable opinion, it has become illegal in a jurisdiction, or otherwise impracticable, for ANZ to continue to make any ANZ Expense Manager Service available.

7.17 HOW ANZ GIVES YOU NOTICES

Except where ANZ is otherwise required by law, where more than one (1) person has signed the Application Form (for example, 2 directors have signed the Application form), ANZ can send you notices or other documents (including changes to these terms and conditions) by giving them to any one (1) of the persons who signed the Application Form and this will be deemed to be notice given to the Customer.

If ANZ does this, it will be considered to have been received by all of you.

You acknowledge that ANZ may deliver written notices to you in any of the following ways and consent to notices being delivered in any of these ways:

- A notice must be in writing and is taken to be received:
 - If delivered personally – at the time of delivery;
 - If sent by post – on the third Business Day after posting;
 - If sent by facsimile – on the date the transmitting machine records transmission of the complete document;
 - Electronically to your email address, or other electronic mail address (including via short message service to a mobile phone number nominated by you) last known to ANZ – at the time the message is transmitted by ANZ; or
 - To any person nominated by you to receive such notices – at the times set out above, depending on the method of giving such notice.

The address, facsimile number, email address or mobile phone number to be used for notices is the last address, facsimile number or email addressed advised to ANZ by you. You must inform ANZ immediately of any change to your address, facsimile number, email address or mobile phone number.

ANZ may authorise the Service Provider to provide notices on its behalf.

7.18 HOW YOU GIVE ANZ NOTICES

A notice that you give to ANZ under these terms and conditions must be signed by you or by your authorised representative. If more than one (1) person signed the Application Form, all of you must sign any notice given to ANZ under these Terms and Conditions.

You may give ANZ a notice by posting it in a pre-paid envelope addressed to ANZ. ANZ's address is that shown in the ANZ Expense Manager welcome letter or any other address notified to you by ANZ. Your notice will be effective when ANZ receives it.

7.19 ASSIGNMENT OF RIGHTS

ANZ may, without telling you and without obtaining your consent, transfer, assign or novate any of its rights and/or obligations under, or in connection with, these Terms and Conditions.

ANZ may give information about these Terms and Conditions, and your obligations under these Terms and Conditions, to anyone who is a transferee, assignee or novatee of ANZ's rights under these Terms and Conditions or is considering becoming a transferee, assignee or novatee.

You may not transfer any of your rights or obligations under these terms and conditions unless ANZ consents in writing.

For the avoidance of doubt, "ANZ" in this clause means Australia and New Zealand Banking Group Limited ABN 11 005 357 522 only.

7.20 CODE OF BANKING PRACTICE

If you are an individual or if you acquire ANZ Expense Manager in connection with a small business (as defined by the Code of Banking Practice), ANZ is bound by the Code of Banking Practice when it provides ANZ Expense Manager to you to the extent it applies to the provision of ANZ Expense Manager.

7.21 GST

7.21.1 Terms used in this clause have the same meaning as those defined in the A New Tax System (Goods and Services Tax) Act 1999 (GST Act) unless provided otherwise.

7.21.2 Any reference in this Agreement to fee, price, value, sales, revenue, or similar amount ('Revenue') shall be a reference to that Revenue exclusive of GST, unless and to the extent that the Revenue is expressly agreed to be GST inclusive.

7.21.3 The parties each have an ABN and are registered for GST.

7.21.4 If any supply made under or in connection with this Agreement is subject to GST, the supplier may increase the consideration otherwise provided for by the

amount of that GST and recover such additional amount from the recipient. This clause does not apply to the extent that the consideration is expressly agreed to be GST inclusive.

7.21.5 If the recipient is required to reimburse the supplier for any costs, the amount must be reduced to the extent that the supplier is entitled to claim an input tax credit in respect of those costs. A party will be assumed to have an entitlement to claim a full input tax credit unless it demonstrates otherwise prior to the date on which the consideration must be provided.

7.21.6 No payment of any amount in respect of GST is required until the supplier has provided a tax invoice or adjustment note, as the case may be, to the recipient. The supplier must provide a tax invoice or adjustment note to the recipient as required by the GST Act.

7.22 ANTI-MONEY LAUNDERING AND SANCTIONS

7.22.1 You agree that ANZ may, in its sole and absolute discretion:

1. delay, block or refuse to process any transaction; or
2. refuse to perform any one or more of its obligations under the Agreement,

without incurring any liability, if ANZ suspects, for any reason, that:

3. an action it is required or requested to take under the Agreement;
4. its involvement in any transaction that is any way connected with the Agreement; or
5. its performance of any service for any person in connection with the Agreement;

might in any way cause ANZ:

- (a) to breach any law, regulation or other legal prohibition of any place or jurisdiction (including a foreign place or jurisdiction);
- (b) to deal in any way with any person (natural, corporate or governmental) that is sanctioned, or is connected in any way to any person that is sanctioned, under economic and trade sanctions imposed by the United Nations, the European Union or any country;

- (c) to breach any sanction of any kind imposed by any country (including any sanction that supports a decision or resolution of the United Nations Security Council);
- (d) to deal in any way with any person (natural, corporate or governmental) that has been listed or named by any government, or independent authority (such as the United Nations or the European Union), as a person who is in anyway suspected of being involved (or potentially involved) in terrorism or in any activities connected with terrorism; or
- (e) to be involved (whether directly or indirectly) in any transaction which involves the proceeds of unlawful conduct or which involves proceeds which might be applied for the purposes of unlawful conduct.

For the purposes of this clause, the circumstances listed in paragraphs (a) to (e) above are collectively described as unlawful acts.

7.22.2 You must provide all information to ANZ which ANZ reasonably requires in order:

- (a) to manage anti-money laundering, counter- terrorism financing and economic and trade sanctions risk;
- (b) to comply with any laws, regulations, or other prohibitions that may be applicable to ANZ with respect any transaction, requested action or obligation applicable to ANZ; or
- (c) to avoid involvement in any unlawful act.

7.22.3 You warrant and undertake to ANZ that you will not request ANZ to take any action, or to perform any obligation, in connection with the Agreement that might cause ANZ to be involved in any unlawful act on the part of ANZ. Should you become aware that ANZ might become involved in an unlawful act in connection with the Agreement, you must immediately tell ANZ of the fact or circumstance that might cause ANZ to be at risk or involvement in an unlawful act. Should you become aware that ANZ has become involved in an unlawful act, as a result of its performance of any action or obligation in connection with the Agreement, you must immediately tell ANZ of the facts or circumstances that has caused this to occur.

7.22.4 You agree that ANZ may disclose any information concerning you to any law enforcement agency or court where required to do so under any law or regulation (including a law or regulation of a foreign place or jurisdiction).

