



# ANZ goMoney™

CUSTOMER TERMS AND CONDITIONS

SAMOA



ANZ goMoney™





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## 1. Introduction


You must read this booklet along with the **ANZ goMoney Fees and Charges Rate Card** (as amended from time to time). Together they form the Terms and Conditions for your use of ANZ goMoney.

It is important that you read these Terms and Conditions before you use ANZ goMoney. If you do not understand or are unsure about any aspect of these Terms and Conditions do not hesitate to ask **ANZ** to clarify the matter for you.


Where you choose to link any of your other **Account(s)** with **Us** to your ANZ goMoney service, you must also comply with the terms and conditions for those Account(s) (to the extent that those terms and conditions are not inconsistent with or expressly overridden by these Terms and Conditions).

## 2. Opening an Account

**We** shall have the sole discretion as to the opening of any Account(s).



Under local **Law**, we must identify and verify the identity of all our account holders. For us to do this you must satisfactorily meet our customer identification process for ANZ goMoney before an account can be opened.



To be eligible for ANZ goMoney you must:

- a) own a mobile phone;
- b) have fulfilled all registration requirements specified by ANZ goMoney from time to time, including completing all necessary agreements and documents relating to or in connection with ANZ goMoney.

## 3. Initial Access to ANZ goMoney

You can access ANZ goMoney, through your **Handset**, using the temporary **MPIN** issued to you following your ANZ goMoney registration. When you first access ANZ goMoney, you will be required to accept these Terms and Conditions.

Failure to confirm your agreement to these Terms and Conditions will disable your access to ANZ goMoney.

On initial login you will also be required to change your temporary MPIN and select a new personal MPIN comprising of four (4) numeric digits.

## 4. Default Account

If you are a **New Customer** upon completion of your registration an ANZ goMoney Account (**Mobile Access Account**) will be opened for you and linked to your ANZ goMoney service as your Default Account. Transactions through your ANZ goMoney Mobile Access Account are as specified in these Terms and Conditions.

If you are an **Existing Customer** you will have to nominate one of your existing ANZ Account(s) as your Default Account, unless this is prohibited by Law or ANZ, at its sole discretion, restricts or does not approve the Account(s) available to be linked to ANZ goMoney, in which case we will notify you of such restriction or non approval.

## 5. Interest

We do not pay interest on account balances in your ANZ goMoney Mobile Access Account.

## 6. MPIN & MPIN Security

Your MPIN is your unique ANZ goMoney personal identification number. You will use your MPIN to log in to the ANZ goMoney service and to confirm your acceptance of any transaction conducted through your Handset or through an ANZ goMoney Merchant's Handset.

You must;

- a) keep your MPIN secure;
- b) not disclose your MPIN to any person;
- c) not allow any other person to see your MPIN being entered;
- d) commit your MPIN to memory and not record your MPIN anywhere;
- e) not choose a MPIN that is easily identified for example birth date or telephone number; or
- f) not use the same MPIN for any other purpose other than ANZ goMoney.

We encourage you to change your MPIN on a regular basis. To change your MPIN, follow the instructions and options available through ANZ goMoney or contact the call centre on the details set out in section 38 of this document.

If your MPIN has been compromised in any way you must notify us immediately.



## 7. ANZ goMoney Fees and Charges

When you use ANZ goMoney to make transactions you may incur fees and charges as set out in the Rate Card.

By completing the transaction you agree to pay these fees and charges, and agree that we may debit these fees and charges immediately from your Default Account at the time of completing the transaction.

You may also incur charges from mobile service providers for using ANZ goMoney under your agreement with it. Any such charges are your sole responsibility and any matters regarding these charges should be raised with the mobile service provider and not us.

## 8. Government Charges

You authorise us to debit your Default Account with all government charges, duties, taxes and levies or obligations whatsoever charged or falling due on you in connection with the operation of your ANZ goMoney Account(s).



## 9. Transaction Limits



All transactions conducted through ANZ goMoney are subject to:

- a) an ANZ goMoney daily aggregate transaction limit; being the maximum daily cumulative amount for all transactions initiated through ANZ goMoney. The daily limit is applicable for all your Account(s) linked to ANZ goMoney; and
- b) individual transaction limits dependant on authorisation level;

as specified at the time you register to ANZ goMoney subject to any transfer limit imposed by ANZ or by Law.

ANZ goMoney limits are only applicable to transactions completed through ANZ goMoney.

If you are an Existing Customer ANZ goMoney transactions may contribute towards any limits in place against your nominated ANZ Account for other banking channels.

We may change or impose limits on the amount of funds or transactions available through ANZ goMoney over any specified period of time. If we exercise this right, we will give you notice in accordance with section 29.

## 10. Functionality

ANZ goMoney allows you to perform the following transactions using your Handset or the ANZ goMoney Merchant's Handset:

Functionality	Using Your Handset	Using ANZ goMoney Merchant's Handset
Pay for goods at an ANZ goMoney Merchant (Goods Payment)	x	✓
Cash out (Withdrawal)	x	✓
Cash in (Deposit)	x	✓
Mobile Phone Top-Up (Top-Up – Phone)	✓	x
Check your Account(s) balance (Balances)	✓	x
View your transaction history (History)	✓	x
Transfer money between Accounts linked to ANZ goMoney (Transfer)	✓	x
Pay bills (Pay Bill)	✓	x
Send payments to another person without the recipient requiring a bank account (Send Money)	✓	x
Send payments to another registered ANZ goMoney account holder (Person 2 Person)	✓	x
Transfer funds to a MNO wallet (Top-Up – Mobile Wallet)	✓	x
Redeem Send Money Collection Code (Redeem Send Money)	x	✓

## 11. International Services

International services are not available using ANZ goMoney.

## 12. Transaction Confirmation / Receipt

After you confirm and complete a transaction a **Confirmation Message** or **SMS text receipt** will be sent as follows:

Transaction	Confirmation Message to Your Handset	Confirmation Message to the Merchant's Handset Only	SMS Text Message to Your Handset (if SMS receipting enabled)
Goods Payment	x	✓	✓
Withdrawal	x	✓	✓
Deposit	x	✓	✓
Top-Up - Phone	✓	x	✓
Transfer	✓	x	✓
Pay Bill	✓	x	✓
Send Money	✓	x	✓
Person 2 Person	✓	x	✓
Top-Up - Mobile Wallet	✓	x	✓
Redeem Send Money	x	✓	x

## 13. General Transaction Restrictions

ANZ goMoney will not permit you to complete a transaction where the amount of the proposed transaction (including any applicable fees and charges), exceeds your **Available Funds**.

Once you have confirmed and accepted your ANZ goMoney transaction by entering your MPIN through your Handset, you cannot stop or cancel that transaction.

## 14. Currency

All ANZ goMoney transactions will be done in the currency of the country the Account(s) is opened.



## 15. Balances

ANZ goMoney transactions completed through your Handset or the ANZ goMoney Merchant's Handset will be reflected in the balance of your Account(s) immediately after the transaction is complete.

ANZ goMoney displays two types of balance Available Balance and Current Balance.

Your Available Balance is the funds in your Account(s) you have available to transact with.

Your Current Balance is all the funds associated to your Account(s). This may include payments awaiting clearance not yet available for your use.

## 16. Transaction History

Transaction History will provide you with a list of the last 10 transactions on your Account(s).

Your Handset will display information for each transaction, including:

- a) transaction date/time;
- b) short description of each transaction;
- c) amount of transaction; and
- d) amount of fee or charge.

Any fees or charges associated with a transaction will be displayed on a separate line from the associated transaction.

If your Account(s) history contains no transactions, the list will be empty and a message will be displayed on your Handset to confirm no transaction history is available.

## 17. Transfer Money Between Accounts

You may transfer money between your Accounts if you have more than one of your Account(s) linked to ANZ goMoney.

Using ANZ goMoney you can select from your Handset which Account(s) to transfer the money from using the list of Accounts linked to your ANZ goMoney service. To complete the transfer you must then choose the Account, from a list available on your Handset, you wish the money to be transferred to. You will then need to specify the amount of the transfer and then enter your MPIN to confirm the transaction.

If you wish to transfer money to another person's ANZ goMoney account, you should refer to section 21 of this document for a Person 2 Person transaction.

## 18. Pay Bill

ANZ goMoney allows you to pay bills, through your Handset, to any company registered for ANZ's Bill Pay facility. When selecting an ANZ goMoney Pay Bill transaction, you must ensure that the biller code and reference are correct, otherwise the payment may be unsuccessful, or may be paid to an unintended account. We do not check the details provided, and we are not liable for loss arising from any error in instructions given by you.

You cannot make future dated bill payments or recurring bill payments.

ANZ goMoney Pay Bill transactions, completed through your Handset, will be processed on the same Business Day you complete the ANZ goMoney transaction if we receive your instructions before the end of the Business Day in the country in which your Account is opened and held with us. If you complete your transaction after that time, or on a non-Business Day, your payment will not be processed until the end of the next available Business Day.

A delay may occur in processing an ANZ goMoney Pay Bill transaction where:

- a) there is a public or bank holiday on the day after you complete the ANZ goMoney Pay Bill transaction;
- b) you complete your ANZ goMoney Pay Bill transaction after the specified time; or
- c) another participant in ANZ's Bill Pay facility, such as another financial institution or a biller, does not process a payment as soon as it receives details of the payment.

While it is expected that any such delay will not continue for more than one Business Day, it may continue for a longer period. We will attempt to ensure your ANZ goMoney Pay Bill transaction is processed promptly by billers and other participants in ANZ's Bill Pay facility.

## 19. Send Money

Send Money allows you to send a payment to another person domestically without the recipient needing to have a bank account otherwise known as the **Send Money Recipient**.

Following a successful request for a Send Money payment from you, ANZ goMoney will display a six (6) digit **Collection Code**.

For the Send Money Recipient to claim the Send Money payment, you must advise the Send Money Recipient of the Collection Code and the amount of your payment.

You must not:

- a) disclose the Collection Code and amount of the payment to any person other than the Send Money Recipient;
- b) allow any person other than the Send Money Recipient to see, or overhear you providing, the Collection Code; or
- c) record the Collection Code anywhere that is liable to loss, theft or unauthorised disclosure.



If the Collection Code and amount is provided to any person other than the Send Money Recipient, that person may be able to claim the Send Money payment.

The Send Money Recipient must successfully claim the Send Money payment by no later than 22:00 hours local time on the seventh Business Day following the day on which you requested the payment. If the Send Money Recipient does not successfully claim the Send Money payment within this time period, the funds will be returned to the Account(s) to which the funds were debited from on the next Business Day.

We do not refund any fees or charges, nor do we pay interest on amounts credited to your Account(s), if the Send Money Recipient does not claim the Send Money payment or the funds are credited back to your Account(s) for any other reason.

## 20. Redeem Send Money

The Send Money Recipient must claim the Send Money payment by visiting an ANZ goMoney Merchant. The ANZ goMoney Merchant can only complete the Send Money payment if they have



sufficient cash funds available. If the ANZ goMoney Merchant does not have sufficient cash funds available, the Send Money Recipient will need to use/ locate another ANZ goMoney Merchant who has sufficient cash to complete the Send Money payment.

Once the ANZ goMoney Merchant has confirmed to the Send Money Recipient that they have sufficient cash funds to complete the transaction, to claim the payment the Send Money Recipient must provide the ANZ goMoney Merchant with:

- a) the exact amount of the Send Money payment being claimed; and
- b) the Collection Code.

All details provided by the Send Money Recipient and entered by the ANZ goMoney Merchant must be correct. If any of the details provided are incorrect, the claim of the Send Money payment will be unsuccessful. We are not liable for loss arising from any error in the instructions given by the Send Money Recipient.

The Send Money Recipient must claim the full amount of the payment; part payment redemption is not permitted.

If the Send Money Recipient wishes to dispute the amount or payment of the Send Money payment they must contact you directly.

## 21. Person 2 Person

A Person 2 Person payment allows you to transfer funds to another registered ANZ goMoney account holder (**P2P Recipient**).

In order to initiate a Person 2 Person payment you must ensure that the P2P Recipient is registered for ANZ goMoney and know the P2P Recipients ANZ goMoney registered mobile phone number.

Person 2 Person payments are immediate – the funds are deposited into the Recipient's ANZ goMoney Default Account as soon as you confirm the transaction.

It is your responsibility to ensure that the details for the Person 2 Person payment provided are correct. If they are not correct the transfer may be unsuccessful or may be paid to an unintended account. We do not check the details provided and we are not liable for loss arising from any error in instructions given by you.

If the P2P Recipient has ANZ goMoney SMS receiving enabled, the P2P Recipient will receive a SMS notification informing them that funds have been deposited to the P2P Recipient's ANZ goMoney Default Account.

## 22. Goods Payment

Goods Payment allows you to pay for the purchase of goods and services at any ANZ goMoney Merchant.

Transactions are completed through the ANZ goMoney Merchant's Handset, not your Handset.

The ANZ goMoney Merchant will request a Goods Payment transaction.

You will be required to enter your ANZ goMoney registered mobile phone number into the ANZ goMoney Merchant's Handset.

The ANZ goMoney Merchant will then enter the amount of the goods you wish to purchase.

The ANZ goMoney Merchant's Handset will display the total amount to be charged to you, detailing the amount of the goods and if applicable, any fees or charges. The ANZ goMoney Merchant will present their Handset to you and request your confirmation you wish to proceed.

If you wish to proceed, the ANZ goMoney Merchant will enter their MPIN, and following acceptance of their MPIN, the ANZ goMoney Merchant will require you to enter your MPIN into the Merchant's Handset.



You are not required to disclose to the ANZ goMoney Merchant your MPIN to complete the transaction.

You must:

- a) keep your MPIN secure, not permitting any person, including the ANZ goMoney Merchant to see the code when you enter it;
- b) not share your MPIN with the ANZ goMoney Merchant even if they request you to; and/or
- c) report any ANZ goMoney Merchant that insists on knowing your MPIN in order to complete the transaction to the call centre immediately.

## 23. Withdrawal

Withdrawal allows you to withdraw cash from your Account(s) at any ANZ goMoney Merchant where the



ANZ goMoney Merchant has sufficient cash funds available to complete your Withdrawal request.



If the ANZ goMoney Merchant does not have sufficient cash funds available you will need to use/ locate another ANZ goMoney Merchant who has sufficient cash funds available to complete your Withdrawal request.

The ANZ goMoney Merchant will request a Withdrawal transaction.

You will be required to enter your ANZ goMoney registered mobile phone number into the ANZ goMoney Merchant's Handset.

The ANZ goMoney Merchant will then enter the amount of the withdrawal (Withdrawal Amount). The ANZ goMoney Merchant's Handset will display the total amount to be charged to you, detailing the Withdrawal Amount and if applicable, any fees or charges.

The ANZ goMoney Merchant will then present their Handset to you, and request your confirmation you wish to proceed.



The ANZ goMoney Merchant will then enter their MPIN into the Handset, and then request you to enter your MPIN into the Handset to complete the transaction.

You are not required to disclose to the ANZ goMoney Merchant your MPIN to complete the transaction.

You must:

- a) keep your MPIN secure, not permitting any person, including the ANZ goMoney Merchant to see the code when you enter it;
- b) not share your MPIN with the ANZ goMoney Merchant even if they request you to; and/or
- c) report any ANZ goMoney Merchant that insists on knowing your MPIN in order to complete the transaction to the call centre immediately.

On completion of the Withdrawal, the Withdrawal Amount will be transferred from your ANZ goMoney Account(s) to the ANZ goMoney Merchant's account, and the ANZ goMoney Merchant will provide you with cash funds equal to the Withdrawal Amount.



## 24. Deposit

Deposit allows you to visit any ANZ goMoney Merchant with cash and request that the ANZ goMoney Merchant facilitates a deposit to your ANZ goMoney Account(s).

The ANZ goMoney Merchant can only complete the Deposit request if they have sufficient Available Funds in their ANZ goMoney Account(s). If the Merchant does not have sufficient Available Funds, you will need to use/locate another ANZ goMoney Merchant who has sufficient funds available in their ANZ goMoney Account(s) to complete the request.

The ANZ goMoney Merchant will request a Deposit transaction.

You will be required to enter your ANZ goMoney registered mobile phone number into the ANZ goMoney Merchant's Handset.

The ANZ goMoney Merchant will then enter the amount of the deposit (Deposit Amount). The ANZ goMoney Merchant's Handset will display the total amount to be deposited to your Account(s), detailing the Deposit Amount and if applicable, any fees or charges. The ANZ goMoney Merchant will then enter their MPIN, and then request you enter your MPIN into the Handset to complete the transaction.

You are not required to disclose to the ANZ goMoney Merchant your MPIN to complete the transaction.

You must:

- a) keep your MPIN secure, not permitting any person, including the ANZ goMoney Merchant to see the code when you enter it;
- b) not share your MPIN with the ANZ goMoney Merchant even if they request you to; and/or
- c) report any ANZ goMoney Merchant that insists on knowing your MPIN in order to complete the transaction to the call centre immediately.

On completion of the Deposit, the funds will be transferred from the ANZ goMoney Merchant's Account to your Default Account as per section 15.



## 25. Top-Up – Mobile Wallet

Top-Up – Mobile Wallet allows you to initiate a transfer of funds from your Account(s) to your mobile wallet.



When you complete this transaction, funds will be transferred from your selected Account to your mobile wallet, using the Bill Pay facility as outlined in section 18 of this document.

Top-Up – Mobile Wallet is only available for mobile wallets operated by Mobile Network Operator (MNO) who have entered into an agreement with us in connection with the ANZ goMoney service. If a MNO does not have such an agreement with us, you will not be permitted to complete this transaction.

After completing the Top-Up - Mobile Wallet payment request, payments will be processed as set out for Bill Pay payments in section 18 of this document.

We do not control or take responsibility for the timing of the payment to your mobile wallet.

## 26. Top-Up – Phone



Top-Up – Phone allows you to purchase mobile phone airtime credit vouchers.

You will only be permitted to purchase airtime vouchers for the mobile phone network your ANZ goMoney registered mobile phone is subscribed to.

The Top-Up Phone option is available from the ANZ goMoney main menu. You will be asked to select the value of the airtime voucher from a pre-defined list. ANZ goMoney will confirm the value of the airtime voucher along with any fees and charges, if applicable. Entering your MPIN will confirm the transaction and you will be sent a SMS text message that will include an airtime voucher code.

Once you have the airtime voucher code you will be able to contact the mobile phone network provider and redeem the voucher for airtime credit.

We are not liable for applying the airtime credit to your mobile phone account. Any questions or issues surrounding the airtime voucher once it has been purchased should be directed to your MNO.



## 27. Your Obligations

You agree to:

- a) not leave your mobile phone unattended whilst logged into ANZ goMoney;
- b) lock your mobile phone when the mobile phone is not being used or take other steps necessary to stop unauthorised use of ANZ goMoney;
- c) notify us immediately if your mobile phone is lost or stolen;
- d) not use ANZ goMoney for any purpose other than to carry out transactions as outlined in section 10 of this document; and
- e) not to use ANZ goMoney for any unlawful purpose, including for the purchase of goods or services prohibited by the Laws of the jurisdiction you are in.

## 28. Inconsistency

In the event of any inconsistency between the English language and any other language of this document, the English version shall prevail to the extent of the inconsistency.

## 29. Changes to ANZ goMoney Service and the ANZ goMoney Terms and Conditions

We can change the ANZ goMoney service and ANZ goMoney Terms and Conditions at any time. Unless required by law to provide longer notice, we will give you thirty (30) days prior notice of any changes which:

- a) impose or increase charges relating solely to the use of ANZ goMoney;
- b) increase your liability for losses relating to transactions conducted using ANZ goMoney; or
- c) change your daily transaction limit or other periodical transaction limit applying to the use of ANZ goMoney.

We will notify you of the above changes by:

- a) posting information on [www.anz.com](http://www.anz.com);
- b) notice in our branches;
- c) public notice; and/or
- d) written or electronic notice to you (via the account holder's mobile phone).



### 30. Liability

We will endeavour to ensure continuous access to ANZ goMoney throughout the **Service Hours**. However, we are not responsible for any loss you suffer as a result of you being unable to use ANZ goMoney, or as a result of delays or errors in processing your instructions.

We are liable for loss that:

- a) is caused by fraudulent or negligent conduct by employees or contractors of ANZ;
- b) relates to faults that occur in the ANZ goMoney system, unless the faults are obvious or advised by us;
- c) results from an unauthorised transaction that occurs after you have notified us that the security of your MPIN has been breached; or
- d) results from the same transaction being incorrectly debited more than once, by us, to the same Account, provided such loss was not caused as a result of fraud, negligence or an unlawful act by you.

We will not be responsible for any loss or damage you or any third party may incur arising from:

- a) your failure or delay in providing the Send Money Recipient with the correct information to enable the Recipient to claim the Send Money payment (including the Collection Code);
- b) any person other than the Send Money Recipient becoming aware of the amount of the Send Money payment or the Collection Code other than as a result of the fraudulent or negligent conduct of our employees or agents;
- c) the amount of the Send Money payment or the Collection Code details given by the Send Money Recipient when claiming the Send Money payment being incorrect;
- d) any error in instructions given to us by the Send Money Recipient;
- e) sufficient Available Funds not being available in your Account for a transaction to proceed;
- f) ANZ delaying, blocking or refusing to process a transaction for any reason;
- g) the inability of your mobile phone to access or use ANZ goMoney;

- h) a **Force Majeure** event, including during **Scheduled Downtime**;
- i) any loss or damage to your mobile phone resulting from your access or use, or attempted access or use, of ANZ goMoney;
- j) the inability of an ANZ goMoney Merchant to complete a Withdrawal request due to the ANZ goMoney Merchant having insufficient cash funds;
- k) the inability of an ANZ goMoney Merchant to complete a Deposit request due to the ANZ goMoney Merchant having insufficient Available Funds;
- l) your failure to take steps to reasonably identify if the purported 'ANZ goMoney Merchant' is duly authorised by ANZ to provide the service;
- m) an act of fraud or negligence on your part (either alone or together with another person);
- n) you voluntarily disclosing your MPIN to anyone including a family member or friend;
- o) you keeping a record of your MPIN; or
- p) you choosing a MPIN that is easily identified, such as birth date, car registration or telephone number.

If, after you become aware of the loss, theft or breach of the security of your MPIN, you unreasonably delay notifying us, you will be liable for the actual losses incurred between the time you first became aware of any of the events described above and the time we are actually notified of the relevant event.



If it is not clear whether you have contributed to the loss caused by an unauthorised transaction and where the MPIN was required to perform the unauthorised transaction, you are liable for the actual loss at the time we are notified that the security of the MPIN has been breached.

You are liable for all loss if you have acted fraudulently, either alone or together with any other person.

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.

### **31. Privacy and Confidentiality Disclosure**



When you deal with us, we may collect and use some of your information, including details about



your transactions, your financial conditions, your relationship with us and/or your facility/ies (collectively referred to as “information”). We explain below when and how we may collect and use your information.

We may collect your information:

- a) to provide information about a product or service;
- b) to consider your request for a product or service;
- c) to provide you with a product or service;
- d) to tell you about other products or services;
- e) to perform internal administrative, operational and technology tasks (including technology infrastructure maintenance and support, application maintenance and support, risk management, systems development and testing, credit scoring, staff training and market, customer satisfaction research and business continuity management);
- f) to prevent or investigate any fraud or crime (or a suspected fraud or crime); and
- g) as required by relevant Laws and external payment systems, whether inside or outside of the country where your facility/ies is provided and held with us.



By applying for and/or continuing to use the facility/ies provided by us, you acknowledge and agree that any information that we have collected or will collect from or about you from time to time may be disclosed to and/or collected, held, processed, stored in electronic or virtual data storage, or used, in whole or in part, in any country (and subject to the laws of such countries, including in relation to disclosure) by the following persons, unless such disclosure or use is expressly prohibited by the Laws in the jurisdiction which your facility/ies is provided and held with us:

- a) any **ANZ Group Member**;
- b) any outsourced provider, contractors, agents, auditors and advisers which ANZ or any ANZ Group Member engages to carry out or assist with its banking functions and activities (for example mailing houses, credit reporting or debt collection agencies);



- c) regulatory bodies, taxation authorities, law enforcement bodies and courts, whether inside or outside of the country where your facility/ies is provided and held with us, to the extent that the disclosure of such information is lawfully demanded or ordered;
- d) other parties ANZ Group Members are authorised or required by Law to disclose information to;
- e) participants in the payments system (including payment organisations and merchants) and other financial institutions (for example banks);
- f) insurers and reinsurers;
- g) your representative (for example your legal adviser, mortgage broker, attorney or executor);
- h) any person which, in our view, the disclosure is necessary or desirable for the purpose of allowing us to perform our duties and to exercise our powers and rights under this agreement; or
- i) any person with your prior written consent.

## 32. Money Laundering Prevention and other Offences

You agree that we may delay, block or refuse to process any transaction without incurring any liability if we suspect or have reasonable grounds to suspect that:

- a) the transaction may breach any Law;
- b) the transaction involves or may involve any person (natural, corporate, governmental, trust, partnership or any other person) that is itself sanctioned or is connected, directly or indirectly, to any person that is sanctioned under economic and trade sanctions imposed by any supra-national organization, official body, the United States, the United Nations, the European Union or any country; or
- c) the transaction may directly or indirectly involve the proceeds of, or be applied for the purposes of, conduct which is unlawful in any country.

You must provide all information we reasonably require in order to manage our money-laundering, terrorism-financing or economic and trade sanctions risk and to comply with any Laws in relation to these.





Unless you have disclosed that you are acting in a trustee capacity or on behalf of another party, you warrant that you are acting on your own behalf in entering into this agreement. If you are acting on behalf of another party (such as a trustee), you agree to provide the details of the beneficial owner of the funds to us, as may be required by us from time to time.

You declare and undertake to us that the processing of any transaction by us in accordance with your instructions will not breach any Laws.

### **33. Dispute Resolution**

If you believe that an error has occurred in any transaction you should contact us promptly on the call centre or by visiting your nearest ANZ branch. Talk to our staff and they will do their best to help resolve any issues you may have.

We aim to resolve the majority of complaints within a maximum of five Business Days. In cases where your complaint will take longer to resolve, we will update you progressively.



If you are not satisfied with the initial resolution offered by our call centre, you can have your complaint reviewed by ANZ's goMoney Customer Advocate who provides a free, independent review to reach a resolution that is fair to you and us. ANZ goMoney Customer Advocates can be contacted through the call centre.

If you are not satisfied with the resolution offered by our ANZ goMoney Customer Advocate, the ANZ goMoney Customer Advocate will be able to notify you how you may escalate your dispute or complaint, possibly to an outside body or entity with a view to getting you a fair outcome to your complaint.

To assist us with investigations, you will need to provide the following information:

- a) your name, address, mobile phone number and Account(s) details;
- b) details of the transaction in question; and
- c) the amount of the suspected error or disputed transaction.

### **34. Indemnity**

To the extent permitted by Law, you agree to indemnify us against any loss or damage to us, our customers or a third party may suffer due to any

claim, demand or action of any kind brought against us arising directly or indirectly because you:-

- a) did not observe your obligations under these Terms and Conditions; or
- b) acted negligently or fraudulently in connection with these Terms and Conditions; or
- c) misused ANZ goMoney.

### 35. Governing Law

These Terms and Conditions are governed by and shall be construed in accordance with the Law in force in the jurisdiction in which your Account(s) are opened and held with us. You and we agree to submit to the non-exclusive jurisdiction of the courts that have jurisdiction under that Law.

### 36. Assignment

You may not transfer and/or assign any or all or part of your rights, benefits and/or obligations under these Terms and Conditions or any document related thereto without the our prior written approval.

You agree that we may at any time and in our absolute discretion transfer and/or assign any or all or part of our rights, benefits and/or obligations under these Terms and Conditions or any document related thereto to a locally incorporated subsidiary of us in the jurisdiction in which we operate or any of our affiliates without your consent. To facilitate such transfer and/or assignment, we are authorised to disclose any relevant information to such subsidiary or affiliate. You agree to take such actions and sign such documents as we may reasonably require you to complete, any approval, filing or registration formalities which are necessary for such transfer and/or assignment.

### 37. Australian Prudential Standard Disclosure

You acknowledge that where ANZ is a subsidiary of Australia and New Zealand Banking Group Limited, it is a separate entity to Australia and New Zealand Banking Group Limited and the obligations of, that subsidiary under this Agreement do not constitute deposits or other liabilities of Australia and New Zealand Banking Group Limited, nor does Australia and New Zealand Banking Group Limited guarantee the obligations of that subsidiary.



### **38. Call Centre**

For assistance with ANZ goMoney please call the call centre using the number specific for the country in which your Account is opened.

The call centre is available throughout our Service Hours. The 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 call centre will be responsible for providing advice specific to ANZ goMoney and will not be responsible for providing advice relating to your mobile phone including data connections or cellular charges to your mobile phone accounts.

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

We 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. We will not be liable for any direct or indirect loss suffered by you, as a result of a reduced level of service (including no service), caused by any third party.

### **40. Dormant Accounts**

If your ANZ goMoney Account(s) has a credit balance and you do not operate your account for a period of time and your money has not been claimed by you or your legal representative within that period, we may be required by Law to send your money to the local government, or to otherwise deal with it as required by law.

### **41. 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 relating to a specific condition will not waive a breach for any other condition where a breach may occur.



## 42. Severability

Part or all of any provisions of these ANZ goMoney Terms and Conditions that are illegal or unenforceable may be severed from these ANZ goMoney Terms and Conditions and the remaining provisions of these ANZ goMoney Terms and Conditions remain in force.

## 43. Electronic Records

You agree that Information is not to be denied legal effect, validity, admissibility or enforceability on the ground that it is in the form of an Electronic Record.

You acknowledge and agree that if Information is required by Law to be in writing or is required by Law to be delivered, dispatched, given or sent to, or to be served on a person, that by agreeing to these ANZ goMoney Terms and Conditions, that requirement is met by doing so in the form of an Electronic Record.

You also further acknowledge and agree that if your signature is required by Law (whether to authorise or give effect to any transaction or otherwise) on ANZ goMoney, that requirement is satisfied by an Electronic Signature.

## 44. Definitions



In these Terms and Conditions the following definitions apply unless otherwise stated:

**Account(s)** means all bank account(s) including the Default Account held with ANZ, which are linked to your ANZ goMoney service.

**ANZ** means:

- (a) Australia and New Zealand Banking Group Limited if your Account(s) is opened in the Solomon Islands;
- (b) Australia and New Zealand Banking Group (PNG) Limited, if your Account(s) is opened and held in Papua New Guinea;
- (c) ANZ Bank (Samoa) Limited, if your Account(s) is opened and held in Samoa;
- (d) ANZ Bank (Vanuatu) Limited, if your Account(s) is opened and held in Vanuatu;

**ANZ Group Member** means ANZ and each of its branches, representative offices, regional offices, subsidiaries, affiliates, related entities, employees,



officers and agents, in any country, including any company of which ANZ is a subsidiary and any subsidiary of a company of which ANZ is also a subsidiary.

**ANZ goMoney** means banking services in respect of Account(s) provided by ANZ via the ANZ goMoney Service of the jurisdiction in which your Account(s) is opened and held with ANZ.

**ANZ goMoney Merchant** means a merchant who has registered and been accepted as an ANZ goMoney Merchant to accept ANZ goMoney Handset transactions.

**Available Funds** means the amount of cleared funds available for you to spend from your ANZ goMoney Account(s).

**Business Day** means Monday to Friday, 06:00-22:00 local time, excluding public and bank holidays in the jurisdiction in which your Account(s) is opened and held with ANZ.

**Confirmation Message** means the confirmation information displayed on the Handset immediately after the ANZ goMoney transaction is completed.

**Collection Code** means the ANZ goMoney six (6) digit code supplied to you for you to pass onto your Send Money Recipient to enable them to collect the Send Money Payment.

**Customer Advocate** means the call centre person able to assist you with your query.

**Default Account** means the account you have linked to your ANZ goMoney service where ANZ goMoney transactions will be debited and credited.

**Electronic Record** means a record created, stored, generated, received or communicated by electronic means, including but not limited to an Electronic Signature.

**Electronic Signature** means a signature in electronic form in, attached to, or logically associated with, Information that is used by a signatory to indicate his or her adoption of the content of that Information, such as an MPIN.

**Existing Customers** means customers that already hold ANZ Account(s).

**Force Majeure** means any act of nature, war, riot, sabotage, revolution, or any other unlawful act

against public order or authority, an industrial or labour dispute, a governmental restraint, civil unrest, power shortages or power failure, sudden or unexpected system failure, or any other event or cause which is not within the reasonable control of ANZ or you.

**Handset** means a mobile phone or mobile device.

**Information** means data, text, images, sounds, codes, computer programs, software and databases.

**Law** means any law, legislation, regulation, proclamation, decree, ordinance, by law, rule, instrument, enforceable guideline, official directive, ruling, order or notice of any court or government body, code of practice, code of conduct, licensing requirement, prudential requirement or statement in force in any country, or something which has a similar effect.

**MNO** means mobile network operator. This is the entity that provides your mobile phone network and service and who has entered into an agreement with ANZ in connection with ANZ goMoney services.

**Mobile Access Account** means the account that will be opened upon registration to ANZ goMoney.

**MPIN** means a sequence of a 4 digits (consisting of numeric values only) to access ANZ goMoney and includes the MPIN first issued by ANZ to you to access ANZ goMoney.

**New Customer** means an ANZ goMoney account holder that has no other ANZ Account(s) at the time of registering to ANZ goMoney.

**Our** means the same as **ANZ** ('our' has a corresponding meaning).

**P2P Recipient** means the person you wish to transfer money to using an ANZ goMoney Person 2 Person transaction through your Handset.

**Rate Card** means the level of fees and charges applied to each transaction.

**Scheduled Downtime** means a period of time scheduled by ANZ for internal administrative purposes resulting in restricted or no access to the ANZ goMoney service.

**Send Money Recipient** means the person you wish to receive a Send Money payment. This person does not have to have a bank account.



**Service Hours** means anytime between 06:00 and 22:00 local country time, seven (7) days a week.

**SMS** means Short Message Service also typically known as Text used to relay information relating to ANZ goMoney Transactions to mobile phone handsets.

**Starter Kit** means the documentation given to the customer at the time of registration to ANZ goMoney.

**Us** means the same as **ANZ** ('us' has a corresponding meaning).

**We** means the same as **ANZ** ('we' has a corresponding meaning).

**You** means, unless the context requires otherwise, the ANZ goMoney account holder ("your" and "you" has a corresponding meaning).





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