



## ANZ Australia App (ANZ App) Terms and Conditions and Licence Agreement

Version 4.69.X 10 May 2024

### INTRODUCTION

#### 1. Introduction

ANZ App is a Mobile Device application that allows users to access the following functionality (more detail is provided in clause 5):

- (a) Banking: undertake certain banking transactions on Australian ANZ accounts (excluding ANZ Plus accounts).
- (b) Superannuation: view certain details (including the balance) of your ANZ Smart Choice Super and Pension Account.
- (c) Insurance: view certain details, and undertake certain insurance transactions regarding applicable ANZ distributed insurance products (see clause 2 for relevant insurance products).

These services are enabled through an application available via the App Store. These ANZ App Terms and Conditions form a legal contract between you, the account or product owner and us, Australia and New Zealand Banking Group Limited (ANZ) in relation to your use of the ANZ App. It is important that you read and understand them before using the ANZ App as downloading the ANZ App application from the App Store is your acceptance of the ANZ App Terms and Conditions.

#### 2. Providers of services and additional terms and conditions

The ANZ App has been developed, and is provided by ANZ. However, not all of the products which are accessible through the ANZ App are provided or issued by ANZ. A description of the accounts or products accessible through the ANZ App, the providers or issuers of the accounts or products, and the terms and conditions relevant to the accounts or products and the functions in the ANZ App follows.

##### *Banking*

- (a) Issuer of accounts: The accounts that will link into the ANZ App will be issued by either ANZ or OnePath Custodians. The terms and conditions for the relevant account will determine the extent to which the banking function can be used for the account.
- (b) Terms and Conditions: The Electronic Banking Conditions of Use provided with your product terms and conditions apply to your use of the banking function in the ANZ App, together with the additional conditions set out under the heading 'General Terms' below and, with reference to the Your Money Report, the terms and conditions contained in the Your Money Report (which are reflected in the "Important Information" section of the report). Where inconsistent, these ANZ App Terms and Conditions will override the Electronic Banking Conditions of Use or the terms and conditions contained in the Your Money Report (as applicable) to the extent of the inconsistency. Capitalised terms that are undefined in these ANZ App 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 Banking" in the Electronic Banking Conditions of Use include the banking solution offered by the ANZ App. References to a Personal Identification Number or PIN in the Electronic Banking Conditions of Use includes the four digit security PIN that you set up when you first register to use the ANZ App as changed by you from time to time (ANZ App PIN).



## *Superannuation*

- (a) Issuer of account: ANZ Smart Choice Super is a suite of products consisting of ANZ Smart Choice Super and Pension, ANZ Smart Choice for employers and their employees and ANZ Smart Choice Super for QBE Management Services Pty Ltd and their employees (together ANZ Smart Choice). ANZ Smart Choice is issued by OnePath

Custodians Pty Limited (OnePath Custodians), and the ANZ Smart Choice Super and Pension product is distributed by ANZ. ANZ is an authorised deposit taking institution under the Banking Act 1959 (Cth). OnePath Custodians is the issuer of ANZ Smart Choice but is not a Bank. Except as set out in the relevant Product Disclosure Statement (PDS), this product is not a deposit or liability of ANZ or its related group companies. None of them stands behind or guarantees the issuer or the capital or performance of the product.

- (b) Terms and Conditions: The ANZ Smart Choice Electronic Access Terms and Conditions apply to your use of the superannuation function in the ANZ App, together with the additional conditions set out below. Where inconsistent, the ANZ Smart Choice Electronic Access Terms and Conditions will override these ANZ App Terms and Conditions to the extent of the inconsistency. Capitalised terms that are undefined in these ANZ App Terms and Conditions take their meaning from the ANZ Smart Choice Electronic Access Terms and Conditions. The ANZ Smart Choice Electronic Access Terms and Conditions are available at [www.wealth.anz.com/superannuation](http://www.wealth.anz.com/superannuation).

References to a PIN in the ANZ Smart Choice Electronic Access Terms and Conditions includes your ANZ App PIN and use of TouchID.

With an ANZ Smart Choice Super account, OnePath Custodians can help you track down and bring together all your super accounts using the ATO SuperMatch service – including any you have lost on the way. You consent to receiving the results of SuperMatch searches via the ANZ App. You can opt out of the SuperMatch searches by calling Customer Services on 13 12 87.

## *Insurance*

- (a) Issuer of Supported Products: ANZ Home Insurance, ANZ Car Insurance and ANZ Landlord Insurance policies issued by QBE Insurance (Australia) Limited (ABN 78 003 191 035) (QBE) prior to 13 June 2023 are collectively referred to as "Supported Insurance Products".

QBE is not an authorised deposit taking institution under the Banking Act 1959 (Cth). The Supported Insurance Products are not a deposit or liability of ANZ or its related group companies and none of them stands behind or guarantees the issuers of the products or the products themselves.

- (b) Terms and Conditions: These ANZ App terms and conditions relate to the use of insurance on the ANZ App. Each Supported Insurance Product has its own terms and conditions, which relate to the product itself. Policy documents for the Supported Insurance Products are available on request by calling 13 16 14.



## GENERAL TERMS

### 3. Eligibility

In order to register to use the ANZ App you will need an eligible mobile device with eligible software listed on [anz.com/app](https://anz.com/app) that is enabled for cellular or wireless Internet connection (Mobile Device) and:

- (a) if you are an existing customer of ANZ:
  - (i) to have registered a mobile phone number with ANZ;
  - (ii) a valid Customer Registration Number (CRN); and
  - (iii) an ANZ Internet Banking password or telecode; or
  
- (b) if you are new to ANZ:
  - (i) a valid mobile phone number; and
  - (ii) eligible photographic identification documentation to verify your identity.

### 4. Fees and Charges

Using the ANZ App will not incur any additional fees charged by ANZ. You may incur charges from your mobile service provider for downloading and using the ANZ App, and making calls. Any such charges are your sole responsibility and any matters regarding these charges should be raised with your mobile service provider. You will continue to be liable for any fees and charges disclosed to you in your product terms and conditions or contract with ANZ or the product issuer.

### 5. Functionality

The ANZ App allows users to undertake the following functions, including but not limited to:

- Banking: check their account balances, view their transaction history, transfer money between their ANZ accounts (excluding ANZ Plus accounts), pay bills using BPAY® Payments and send payments to other eligible bank accounts. A user's ANZ Plus accounts will not appear in their ANZ App account transfer list like their other ANZ accounts: users will need to use Pay Anyone to transfer money from their ANZ accounts to ANZ Plus accounts (Voice ID authentication may not apply to these transfers).
- Superannuation: open an ANZ Smart Choice Super Account, check their ANZ Smart Choice Super and Pension Account balances and view their transaction history (high level details only), investment portfolio, historic investment options performance, investment asset allocations, insurance cover and beneficiary nominations and consolidate their other superannuation account/s into their ANZ Smart Choice Super Account.
- Insurance: View information regarding Supported Insurance Products (including information about how to make a claim) and the ability to add existing insurance policies manually to the ANZ App.

International services are not currently available using the ANZ App.

There are more specific terms relevant to each function in clauses 19 – 27 (banking), 30 (superannuation), and 31 – 33 (insurance) below.

There may be hyperlinks or icons within the ANZ App that, when clicked, will cause a user's default internet browser to open and redirect the user to [anz.com](https://anz.com) or to a website operated by a third party (Third Party Website). When this occurs, the ANZ Website Security and Privacy Statement (<https://www.anz.com.au/security/account-protection/internet-banking/online-safety/>) and ANZ Website Terms of Use (<https://www.anz.com.au/support/help/website-terms-use/>) will apply to any activity undertaken on [anz.com](https://anz.com) or the Third Party Website.



From time to time, ANZ may notify users of further minimum device, operating system version and any specific software required necessary to access the ANZ App.

## 6. Biometric authentication

### *Biometric authentication for Mobile Devices*

A user with an eligible Mobile Device may elect to enable biometric authentication to log on to the ANZ App using a biometric identifier registered on the user's Mobile Device. A biometric identifier includes a fingerprint, facial data and any other means by which a Mobile Device manufacturer allows a user to authenticate their identity for the purposes of unlocking their Mobile Device (Biometric Identifier). ANZ does not collect or store this Biometric Identifier, it is stored on the user's Mobile Device.

You should familiarise yourself with the risks of using a Biometric Identifier to unlock your Mobile Device or to log on to the ANZ App and decide whether it is right for you.

Important: If you enable or use a Biometric Identifier to access the ANZ App, you must ensure that your Biometric Identifier is the only Biometric Identifier stored on the Mobile Devices you use to access the ANZ App. However if another person has stored their Biometric Identifier on the Mobile Device you use to access the ANZ App in breach of these terms and conditions, or if you are aware or should have been aware that another person is or may be

able to use their biometric information to use or access your device, you acknowledge that they may be able to access your accounts including to view and conduct certain transactions on the ANZ App and these transactions will be treated as having been authorised by you and conducted with your knowledge and consent for the purposes of the Electronic Banking Conditions of Use and the ANZ Smart Choice Electronic Access Terms and Conditions.

### *Voice ID authentication for Banking Functionality*

You may enable voice biometrics (Voice ID) as an authentication method for the Banking Functionality. With Voice ID you will be able to undertake higher limit payments. If you are under the age of 18, you should discuss the collection and use of your personal information for Voice ID with your parents or guardian. If you are under the age of 18 and use Voice ID you confirm that you and your parent or guardian consent to ANZ recording and storing your voice and creating a voiceprint to verify your identity. By using Voice ID, you consent to ANZ recording and storing your voice and creating a voiceprint to verify your identity, provide you with access to certain ANZ products and services, improve ANZ's voice verification services as well as investigate fraud and security matters. If ANZ does not do so, you will not be able to utilise Voice ID. ANZ may disclose your voiceprints and recordings to its wholly-owned subsidiary, ANZ Bank New Zealand Limited, which is located in New Zealand and/or to its trusted security service provider in Australia. This information will not be used for marketing. Clause 36 (Privacy) and ANZ's Privacy Policy ([www.anz.com/privacy](http://www.anz.com/privacy)) contains more information about ANZ's use and storage of your information, together with how you may access and seek correction of your personal information.

Voice ID uses your voice like a password based upon biometric security.

We cannot guarantee Voice ID's ability to recognise you where there is an interference to your voice, including through illness or trauma, or where there is an outside noise or disturbance when you are using Voice ID. If at any time you cannot use Voice ID, you should use ANZ Internet Banking.



## 7. Multiple Device Registration

After you have first registered your Mobile Device for the ANZ App, you are permitted to register additional devices for use with the ANZ App. In order to register an additional device for the ANZ App and in order to use the ANZ App on that additional device once it is registered, you will be required to enter your ANZ App PIN.

You agree you will:

- (a) not disclose your ANZ App PIN to any other person, including any joint account holder; and
- (b) not allow any other person to use your ANZ App PIN for the purpose of registering another device for the ANZ App.

For security reasons ANZ will impose a limit on the number of devices that can be registered for the ANZ App by one user at any one time. If you attempt to register a device that exceeds the limit, you will be notified at that time that your registration has been unsuccessful.

## 8. Multiple Profile Registration

If you have more than one CRN registered under your name, ANZ may permit you to register each CRN as a new profile in the ANZ App, subject to:

- (a) ANZ may impose a limit on the number of CRN's you can register as a new profile in the ANZ App;
- (b) a new profile will need to be registered on each Mobile Device that you have registered for the ANZ App; and
- (c) each profile in the ANZ App will operate as a separate session of the ANZ App and ANZ recommends that you select a different PIN for each profile registration.

## 9. Joint account holders using the ANZ App

Joint account holders of any products accessed using the ANZ App are not permitted to share an ANZ App PIN. If each joint account holder wishes to use the ANZ App, each account holder must have their own CRN and register separately for the ANZ App. During registration, each joint account holder will be required to enter their unique CRN. You can contact ANZ on 13 33 50 to link your unique CRN to a joint account.

## 10. Transfer between accounts

The landing page of the ANZ App gives you the option of directly selecting the "Transfer" option through the ANZ button. Selecting this option is the same as selecting the "Transfer" option within Banking. The terms and conditions of 'Banking Functionality' below apply to the transfer instruction given to ANZ arising through use of this tab.

## 11. Deregistering from the ANZ App

If you wish to deregister a Device from the ANZ App, you can do so within the ANZ App. Removing the ANZ App from your Mobile Device or deregistering from the ANZ App will not deregister you from accessing (if you are registered for access):

- ANZ Internet Banking; or
- ANZ Phone Banking

If you change Mobile Device and wish to continue using the ANZ App, you must download the ANZ App on your new Mobile Device and follow the registration process. You should deregister your old device prior to, or during, the registration process for your new device.



## 12. Notifications

Notifications (also called "push notifications") are messages sent by the ANZ App to your device, without you having to open the ANZ App.

Where available, you can opt to turn on notifications in the ANZ App, control which notifications you receive (subject to eligibility and availability) and turn off notifications. You can control how your notifications appear in your device 'Settings'. For your privacy and confidentiality, we recommend that you do not choose to display notification content on your lock screen. If you have the ANZ App and notifications enabled on more than one device, you may need to review the Settings for each device.

If a request is made to change any account permission levels or there is a change to account holders, ANZ may take several days to process this change, including to stop notifications.

Your notifications preferences are separate to your other ANZ communication preferences and marketing preferences.

Notifications are for your information only. Technical interruptions may occur and notifications may fail or arrive late. ANZ cannot guarantee the accuracy or timeliness of notifications and you should not rely on them for any purpose. Push notifications do not replace your account statement and it is your responsibility to check your account statement for transaction details.

Any accounts you hold will continue to be governed by the terms and conditions that apply to that account.

## 13. Your Obligations

You agree you will:

- (a) Not leave your Mobile Device unattended and left logged into the ANZ App.
- (b) Lock your Mobile Device or take other steps necessary to stop unauthorised use of the ANZ App.
- (c) Notify ANZ immediately if your Mobile Device is lost or stolen, or if your Mobile Device service is suddenly disconnected without your permission (which may indicate you have been subject to mobile phone porting). You should also take all reasonable steps to remotely wipe or reset your phone, (or at least to deregister from and delete the ANZ App).
- (d) Not use the ANZ App for any purpose other than to undertake legitimate banking, superannuation, investment or insurance enquiries or payments on accounts you are legally entitled to operate in accordance with these ANZ App Terms and Conditions and the terms and conditions applicable to your products and account.
- (e) Not act fraudulently or maliciously in relation to the ANZ App application or software. As examples, you will not copy, modify, adversely effect, reverse engineer, hack into or insert malicious code into the ANZ App application or software.
- (f) Only install approved applications on your Mobile Device, and that you will not override the software lockdown on your Mobile Device (i.e. jailbreak your Mobile Device).
- (g) Promptly update, and keep updated, (i) the ANZ App; and (ii) the operating system and security software for your Mobile Device when released by the Mobile Device or system provider;
- (h) Not permit any other person to store their Biometric Identifier on your Mobile Device.
- (i) Before you sell or permanently give your Mobile Device to any person, wipe or reset your phone (or at least deregister from the ANZ App and delete the ANZ App) and if you have enabled a Biometric Identifier for access to the ANZ App, disable this feature within the app (e.g. disable TouchID or FaceID).



- (j) You acknowledge that any unauthorised reproduction by you of any proprietary information provided or available via the ANZ App or any portion of it may result in legal action being taken.

If you use photos to personalise your accounts (including setting a goal) that can be accessed using the ANZ App, you warrant that:

- (a) the photos used by you do not contain content which is offensive or illegal, or would be considered unacceptable for viewing by a person under 18yo; and  
(b) you took the photo (or are the owner of the copyright in the photo).

#### 14. SMS

You agree that, by registering for the ANZ App, ANZ may send a SMS to your nominated Mobile Device. ANZ is not liable for any loss or damage you suffer as a result of any person other than you accessing those SMSs, except where such loss or damage results from our fraud, wilful misconduct or negligence.

You may incur charges from your mobile phone operator as a result of using the ANZ App or SMS. Any such charges are solely your responsibility.

#### 15. Liability

The liability of you and ANZ when using the ANZ App is set out in:

- (a) For banking functions: the Electronic Banking Conditions of Use and, with reference to the Your Money Report, the terms and conditions in the Your Money Report;  
(b) For superannuation functions: The ANZ Smart Choice Electronic Access Terms and Conditions; and  
(c) For insurance functions: As set out in clause 33.

In addition, ANZ will not be responsible for any loss arising from your use of the ANZ App:

- caused by any inability and/or failure of your Mobile Device to access or use ANZ App; or
- caused by you installing applications on your Mobile Device other than those available from the Apple App Store, Google Play or other location permitted by ANZ

except to the extent any such loss results from our fraud, wilful misconduct or negligence.

It is your choice to download and install the ANZ App and there are alternative ways to bank with ANZ and access your accounts.

When you initiate a call through the ANZ App on your Mobile Device, you will exit the application and the call will be made using your chosen Mobile Device's dialler. ANZ does not maintain or control this dialler.

#### 16. Helpdesk

For assistance in your use of the ANZ App please call ANZ on 13 33 50. This service will not be responsible for providing advice specific to your Mobile Device, including data connections and cellular charges to your mobile device accounts.

#### 17. Suspension or Termination of Use and Service Quality

- (a) *Suspension and termination*

ANZ may suspend or terminate your use of the ANZ App, or access to any functionality within the ANZ App, without notice:

- if ANZ reasonably suspects unlawful activity or misconduct; or



- if in ANZ's reasonable opinion it is otherwise necessary to prevent loss to you or ANZ.

Otherwise, ANZ will give you reasonable notice prior to suspending or terminating your use of the ANZ App.

#### (b) *Quality of Service*

The provision and subsequent use of the ANZ App is subject to the reliability and availability of third party service providers including software providers and network service providers. The ANZ App may be unavailable from time to time and temporary service interruptions may occur. In the event you need to execute a transaction request or access any account available through the ANZ App during this time and it is unavailable for any reason, the following channels and applications may be available to access these accounts as an alternative (if you are registered for access and meet eligibility requirements):

- ANZ Internet Banking;
- ANZ Phone Banking (13 13 14); or
- Visiting an ANZ branch.

You can contact ANZ at any time for information on how to arrange access to any of the above channels.

### **18. Changes to the ANZ App and the ANZ App Terms and Conditions**

We can make changes to the ANZ App and ANZ App Terms and Conditions without your agreement.

ANZ may change the ANZ App Terms and Conditions at any time. ANZ will give you 30 days' notice of any changes which are adverse to you. Where we reasonably consider that a change has a positive or neutral effect on you, we will give you notice no later than the day we make the change.

If we make a change you are not happy with, you can deregister your Mobile Device from the ANZ App. See clause 11 for further information regarding deregistration.

ANZ will notify you of changes to the ANZ App Terms and Conditions by:

- posting information on [anz.com/app](http://anz.com/app);
- public notice; or
- written or electronic notice to you (including via your Mobile Device, such as when you open the ANZ App).

The current version of these terms is available to view at [anz.com](http://anz.com) and within the ANZ App.

Please note that ANZ may make changes required to immediately restore or maintain the security of a system or individual facility (including certain functionality within the ANZ App, an individual ANZ App account or the ANZ App itself), without prior notice.

## **BANKING FUNCTIONALITY**

### **19. Pay Anyone**

A daily transaction limit applies to Pay Anyone transactions in the ANZ App. Information regarding this daily transaction limit can be found at [anz.com/app](http://anz.com/app).

### **20. BPAY® Payments**

BPAY View® is not available using the ANZ App.

Separate per transaction and daily transaction limits apply to bill payments using BPAY on the ANZ App. Information regarding these limits can be found at [anz.com/app](http://anz.com/app).





BPAY® and BPAY View® is registered to BPAY Pty Ltd ABN 69 079 137 518.

## 21. PayID®

ANZ may allow you to create PayID in the ANZ App on accounts which can receive payments through the New Payments Platform. The PayID Conditions set out in the Electronic Banking Conditions of Use provided with your product terms and conditions, and any additional conditions you are advised of while creating your PayID, will apply to creation and use of your PayID.

PayID is a registered trademark of NPP Australia Limited.

## 22. ANZ Spendi

ANZ Spendi allows you to set daily budgets for your personal credit and debit card accounts within the ANZ App and to track card and ATM transactions against those budgets. This includes card transactions at a retailer, online or on the phone, mobile wallet transactions (such as Apple Pay) and recurring transactions that use your card on file. Transactions that are not tracked include Pay Anyone payments, BPAY® payments, direct debits, international money transfers and fees or charges on your account. If you have a shared account, card and ATM transactions for all linked cards will count towards your daily budgets.

It is your responsibility to determine your own budgets based on your individual circumstances. ANZ Spendi is only an indicator and won't restrict your spending or provide advice on the suitability of your allocated budgets.

ANZ Spendi will track your card and ATM transactions throughout the day, starting and ending at around 12am (midnight) AEST/AEDT. In the early hours of some mornings, your daily spend won't be visible, but ANZ Spendi will still track the card and ATM transactions made during this time against your daily budget.

## 23. Goals

You can set a savings goal in the ANZ App by applying the goal to an underlying eligible savings account. This only changes the look of the account as it is displayed in the ANZ App – it does not change the underlying functionality or features of the account, which will continue to be governed by the terms and conditions that apply to that account.

The feature uses information that you have entered or selected, it does not consider your personal needs and financial circumstances. It is your responsibility to determine your own goal/s and how much and how often you save towards a goal based on your individual circumstances. Please consider if this feature is right for you.

You may receive in-app notifications. You can close a goal at any time and your account with any personalisation, such as name and image, will revert back to the original settings.

## 24. ANZ Spend Summary

The ANZ Spend Summary is not available on all products and is not an account statement and should not be relied on for that purpose. For eligible products, the ANZ Spend Summary allows you to view a summary of your spending habits by merchant or category within the ANZ App on a calendar monthly basis. Not all fees, charges, interest or transactions on your account will be reflected in the Spend Summary. For example, it will exclude pending transactions, credits, reversals and refunds and may not include all fees, charges, interest or transactions.

ANZ may categorise transactions in a manner that causes a particular transaction and its fees, charges and/or interest to be described in the ANZ Spend Summary in one category, as a combined amount, or across one or more categories. The ANZ Spend Summary should be used and read subject to your relevant product terms



and conditions and periodic statements. You can sort a transaction the way you want by changing its category to suit your needs. You can choose whether to apply a new category to the transaction you've chosen or, where the merchant is identifiable, to all transactions (past and future) from that merchant. ANZ does not endorse how you choose to categorise your transactions and accepts no responsibility or liability in relation to the categorisations you choose. Any changes you make to categorise your transactions will not be reflected in any category included in the Your Money Report.

ANZ Spend Summary does not change the underlying functionality or features of the relevant account you hold, which will continue to be governed by the terms and conditions that apply to that account.

## 25. Transaction Details

We cannot guarantee that transaction details displayed in the ANZ App (such as time of transaction) are accurate. Specifically, merchant details (including merchant identity and contact information) displayed in connection with your transactions via the ANZ App and the Your Money Report are provided by our third party supplier, Look Who's Charging Pty Limited. If you believe the merchant details displayed for a transaction are incorrect, you can send a message to Look Who's Charging via a link in the ANZ App.

## 26. Your Money Report

If you are on a version of the ANZ App that includes access to the Your Money Report you may be able to access a copy of the Your Money Report in the ANZ App. The Your Money Report may be titled with reference to your name. The Your Money Report may not include all of your account information and you should refer to the Your Money Report for an explanation of included accounts and/or products. The Your Money Report is not an account statement or a summary of your financial position and should not be relied on for such purposes. The Your Money Report is not intended to provide you with any financial or other advice and it is your responsibility to determine your own budgets and make your own financial decisions based on your individual circumstances.

Not all fees, charges, interest or transactions on your accounts will be reflected in the Your Money Report. For example, it will exclude pending transactions, such as pending credits, reversals and refunds. Reversals or refunds that occur after the report has been generated for a particular month will be reflected in a future report.

ANZ may categorise transactions in the Your Money Report in a manner that causes a particular transaction and its fees, charges and/or interest to be described in one category, as a combined amount, or across one or more categories.

You may only be able to access the Your Money Report for limited periods and we make no guarantee or representation about the periods for which the Your Money Report will be available to you.

If you have more than one CRN registered under your name, the Your Money Report will reflect collective information relating to accounts the subject of your multiple CRNs and you will not get a separate Your Money Report for each of your CRNs.

## 27. Card Controls

### *Definitions*

In this clause 27, the following terms have the meanings given below:

"Account" means the underlying ANZ account (but excludes ANZ Plus accounts) which is able to be transacted on using a Card.



"Accountholder" means the person responsible to ANZ for the operation of the Account (including any Cards issued in connection with the Account).

"Card" means any eligible ANZ Visa credit card or Visa debit card associated with an Account which is able to be used in conjunction with the Card Control Service.

"Card Control Service" means the service described in this clause 27.

"Cardholder" means the person in whose name a Card has been issued.

"Control" means each of the control functions available for use in connection with a Card as part of the Card Control Service.

### *Types of Controls*

As part of the Card Control Service, ANZ may make different types of Controls available for use via the ANZ App from time to time including:

(a) "Temporary Block" – this Control allows you, as the Cardholder, to place a temporary block on your Card. If you apply this Control, it will generally block all transactions which are identified by ANZ as having been attempted using your physical Card, including:

- transactions attempted at both domestic and overseas point of sale terminals, including contactless and "insert card" transactions;
- cash withdrawal transactions attempted at domestic and overseas ATMs;
- transactions conducted online or over the phone; and
- pre-authorisation transactions (including those for \$0).

Temporary Block will not generally block other types of transactions using your Card, including:

- any transactions using a mobile wallet (e.g. Apple Pay);
- BPAY® payments;
- recurring payments and instalment payments which were set up against your Card before Card Temporary Block was applied to it; and
- refunds or other credits back onto your Card.

(b) "Gambling Block" – this Control allows you, as the Cardholder, to block Gambling Transactions on your Card. For the purpose of the Gambling Block, a "Gambling Transaction" is any transaction identified by ANZ as being for gambling or gaming purposes. This includes most domestic and overseas transactions on your Card which are identified by ANZ as being for gambling purposes, including but not limited to:

- gambling transactions at point of sale terminals;
- gambling transactions using a mobile wallet (e.g. Apple Pay);
- gambling transactions conducted online or over the phone;
- recurring and instalment payments for gambling purposes; and
- pre-authorisations for gambling transactions (including those for \$0).

To identify Gambling Transactions, ANZ relies on information provided by third parties (including, for example, the merchant, their intermediary financial institution, and Visa), and accepts no responsibility for the accuracy of that information. Accordingly:

- certain transactions made with certain merchants may be identified by ANZ as gambling transactions, even though such transactions are not for gambling or gaming purposes (e.g. transactions which occur at newsagents that sell lottery tickets could be identified as a Gambling Transaction)
- ANZ may not identify a transaction as a Gambling Transaction, even though the transaction is for gambling or gaming purposes.

Gambling Block won't block other types of transactions, including but not limited to:



- cash withdrawal transactions at domestic and overseas ATMs;
- BPAY® payments; and
- refunds or other credits back onto your Card.

The availability or status of Gambling Block does not affect any block or restrictions on the card imposed by the Account holder or the principal of the Account in accordance with the terms and conditions of that account or otherwise.

#### *General information*

- (a) The Card Control Service is available for use in the ANZ App by the Cardholder of a Card. If you do not hold an eligible Card, or if your Card is expired, blocked, suspended, closed or cancelled, the Card Control Service may not be visible to you or available for your use in the ANZ App.
- (b) By using the Card Control Service, you warrant that you are authorised by the relevant Account holder to apply Controls to the Card.
- (c) You can apply a Control to, or remove a Control from, your Card at any time via the ANZ App (although please refer to "What happens when you remove a Control" for more information about removing a Gambling Block). You may be required to submit your agreement to this action before it takes effect.
- (d) More than one Control can be applied to a Card at the same time.
- (e) Controls applied using the ANZ App are separate and distinct from any control or block applied by ANZ for any other purpose. Any other such controls or blocks must be removed separately.

#### *What happens when you apply a Control*

- (a) There may be up to a 15 minute delay between the time when you apply a Control to your Card and the time when the Control actually commences blocking relevant transactions.
- (b) If the ANZ App, or ANZ's or Visa's computer or telecommunications systems, are interrupted, unavailable or offline for any reason, you may be unable to complete required activities to apply a Control via the ANZ App, or there may be a delay in processing the application of a Control.
- (c) When you apply a Control to a Card:
  - ANZ will use reasonable efforts to block a transaction when we receive an authorisation request that matches one of the Controls applied to your Card. However, there are certain circumstances when the selected Control may not operate to block relevant transactions, as further described in "What transactions may not be blocked by a Control" below, and under "Gambling Block", above.
  - It only applies to that Card and not to any other Cards associated with the same Account.
  - It applies to all Accounts linked to that Card, regardless of which linked Account is sought to be used to process a transaction. For example, if you have an ANZ savings or everyday Account linked to your Visa credit card, the application of a Temporary Block on your Visa credit card will prevent you from completing transactions using "SAV" and "CHQ" options, in addition to "CR" transactions.
  - Transactions (such as direct debits) that are processed using your Account number (rather than your Card number) will not be blocked as a result of a Control being applied to a Card which has been issued against the relevant Account.



- (d) Each time a transaction on your Card is blocked by a Control, ANZ may send you an alert notification by SMS and/or email using the contact details ANZ has on file for you. If you have more than one Control applied to your Card that is capable of blocking the relevant transaction, we will still only send a single alert.
- (e) Applying Temporary Block or any other type of Control to a Card does not report your Card to ANZ as lost or stolen. If your Card has been lost or stolen or you believe it has been subject to misuse, you must report this to ANZ immediately in accordance with the terms and conditions that apply to your Account or any other method agreed to by ANZ from time to time. This helps to protect you as much as possible from any loss or liability. A failure to report that a Card has been lost, stolen or subject to misuse within a reasonable time after you become aware of the loss, theft or misuse may cause you to be liable for any unauthorised transactions applied to the Card until ANZ is notified. If you report your Card to ANZ as lost or stolen, the Card may be suspended or cancelled by ANZ in accordance with the relevant product terms and conditions, and you may not be able to transact using it, regardless of whether you have removed all Controls from your Card.
- (f) To block a transaction based on the Controls you have applied to your Card, we rely on:
- the availability of ANZ's and Visa's computer and telecommunications systems as described at (b) above; and
  - the information about a transaction provided to us by a merchant or financial institution.

While we use reasonable efforts to block transactions that match the Controls you have applied to your Card, we cannot guarantee that the Controls will always be effective. We are not responsible for any loss or damage you suffer if a transaction is:

- charged to your Card despite the application of a Control; or
- declined because it matches one of the Controls that you have applied to your Card.

except to the extent that loss or damage is caused by our negligence, fraud or wilful misconduct.

#### *What happens when you remove a Control*

When you remove a Control, you should generally be able to recommence using your Card to complete relevant transactions straight away. However:

- If you've applied Gambling Block to your Card and you subsequently submit a request via the ANZ App to remove that Control, a 48 hour delay applies. After the 48 hours have elapsed, you can then remove Gambling Block by turning the Control off in the ANZ App.
- If the ANZ App, or ANZ's or Visa's computer or telecommunications systems, are interrupted, unavailable or offline for any reason, you may be unable to complete required activities to remove a Control via the ANZ App, or there may be a delay in processing the removal of a Control.
- If your Card has expired, been closed or cancelled, or is subject to a block or suspension other than as a result of the application of a Control, you may be prevented from transacting on your Card even after you have removed all Controls.

#### *What transactions may not be blocked by a Control*

Even where you have applied a Control to your Card, the Control may not block the following:

- Transactions that are made when ANZ's, Visa's or a merchant's computer or telecommunications systems are interrupted, unavailable or offline for any reason;

- Transactions that are processed using the underlying Account details (e.g. your BSB and Account number) rather than the Card itself; and
- Transactions for which the information provided by the merchant or their bank doesn't match the Control you've set, and therefore ANZ is unable to correctly identify the nature of the transaction.

Nothing in this section limits any other part of this clause 27.

#### *What happens when you receive a replacement Card*

If a replacement Card is issued to you:

- because the existing Card is due to expire, all Controls applied to the existing Card will be carried over to the replacement Card;
- because the existing Card is reported as lost or stolen, all Controls applied to the existing Card will be carried over to the replacement Card, other than Temporary Block;
- because you have transferred to a different type of Account, no Controls applied to the existing Card will be carried over to the replacement Card; and
- any request submitted via the ANZ App to remove Gambling Block from the existing card will be carried over to the replacement card and the remaining time, if any, from the 48 hour timer will be carried over to the replacement card and will continue to count down until it reaches zero. Once the 48 hours have elapsed, you will be able to remove the Gambling Block by turning the Control off in the ANZ App.

## **28. Ongoing & One-off Payments**

Where available, the "Ongoing & One-off Payments" feature within the ANZ App allows you to view a list of payments that have been processed by a merchant that has your eligible card or account details saved on file. The list includes ongoing payments (such as, for example, recurring payments and direct debits) and some one off payments. It is available for your first 25 eligible cards or accounts.

In categorising payments, ANZ relies on information provided by third parties (including, for example, the merchant and their intermediary financial institution), and accepts no responsibility for the accuracy of that information. Not all payments will be reflected in the list. For example, recently set up payments may not be displayed.

This feature is for information only. It is not an account statement and should not be relied on for that purpose.

This feature should be used and read subject to your relevant product terms and conditions and periodic statements. The feature does not change the underlying functionality or features of the relevant account you hold, which will continue to be governed by the terms and conditions that apply to that account. Specifically, for more information about how to cancel, block or suspend an ongoing payment from an account, please refer to the terms and conditions that apply to that account.

## **29. Future Dated Payments**

Where available, the "Future Dated Payments" feature (FDPs) within the ANZ App allows you to view payments and transfers that you have scheduled for a future date, for your eligible accounts. You will also be able to schedule one-off or recurring payments or transfers to be made at a future date for your eligible accounts.

When viewing your list of FDPs, not all FDPs may be reflected in the list. For example, FDPs set up in ANZ Internet Banking may not be displayed. Where inconsistent, the FDPs displayed in ANZ Internet Banking will prevail over the FDPs displayed in the ANZ App.



If you wish to change, delete or skip a payment or transfer, the request must be lodged with the ANZ App or ANZ Internet Banking prior to 11.59pm (AEST/AEDT) on the day prior to the payment's scheduled date.

This feature is for information only. It is not an account statement and should not be relied on for that purpose.

The feature does not change the underlying functionality or features of the relevant account you hold, which will continue to be governed by the terms and conditions that apply to that account.

## SUPERANNUATION FUNCTIONALITY

### 30. Superannuation functionality

You may view the following in relation to your ANZ Smart Choice Super and Pension Account on the ANZ App:

- account balance;
- transaction history (high level details only);
- investment portfolio;
- historic investment options performance;
- investment asset allocations;
- insurance cover; and
- beneficiaries.

#### (a) Consolidate your superannuation accounts

You also have the ability to consolidate your other superannuation account/s into your ANZ Smart Choice Super Account via the ANZ App. This consolidation functionality is not available in relation to ANZ Smart Choice Transition to Retirement or Pension Accounts.

#### (b) Ability to transact and make withdrawals

You may not conduct any other transactions that would otherwise be available through the Electronic Access for your ANZ Smart Choice Super and Pension account. You cannot directly contribute to or withdraw funds from your ANZ Smart Choice Super and Pension Account using the ANZ App. However, you can use BPay® Payments or an electronic funds transfer through the ANZ App, ANZ Internet Banking or through any other financial institution to transfer funds to your ANZ Smart Choice Super Account.

For further details on how you can contribute to, and withdraw funds from, your ANZ Smart Choice Super and Pension Account, please refer to the PDS.

#### (c) Acknowledgement by You

You acknowledge and understand that the account information of your ANZ Smart Choice Super and Pension Account as displayed in the ANZ App is provided to ANZ by OnePath Custodians and are subject to change in the event of an error. It is intended for information purposes only and is based on the available unit prices, therefore should not be taken as complete and up to date.

## INSURANCE FUNCTIONALITY

### 31. Insurance functionality

You may view the following (if applicable) in relation to the Supported Insurance Products on the ANZ App:

- insurance cover;
- who is covered;



- policy commencement, renewal, anniversary and expiry dates;
- beneficiaries;
- the premium amount and payment method; and
- claims information and documentation.

If a Supported Insurance Product you hold does not appear on the ANZ App, you may request to link the product(s) using the 'Add Existing Policy' feature in the Insure section of the ANZ App. You can also use the "Add Existing Policy" feature and view insurance products other than Supported Insurance Products. Information you input in respect of these insurance products will not be updated by ANZ or the product issuer.

You acknowledge and understand that any product related information regarding Supported Insurance Products displayed on the ANZ App is provided to ANZ by QBE and is subject to change in the event of an error. The information should not be taken as complete and up to date. Please refer to the relevant Product Disclosure Statement, Policy document and Policy Schedule for full product terms and conditions.

### **32. Electronic delivery of documents**

You agree, by registering and continuing to use the ANZ App, for the documents (or type of documents) below to be made available electronically through the ANZ App. Each document, or type of document, can be obtained and accessed in the manner set out below:

- ANZ Financial Services Guide (FSG) – this document can be accessed, downloaded and saved via:
  - o the 'Important Information' folder; or
  - o clicking on hyperlinks of the FSG, which are located at the bottom of both the Insurance Store pages and every page of the application to buy a Supported Insurance Product;
- any Policy Schedule in respect of a Supported Insurance Product purchased through the ANZ App – this type of document can be viewed, downloaded and saved by accessing the 'Messages' folder within 60 days of buying a Supported Insurance Product; and
- any PDS in respect of a Supported Insurance Product – this type of document can be accessed, downloaded and saved by clicking on hyperlinks of relevant PDS, which are located at the bottom of both the Insurance Store pages and every page of the application to buy a Supported Insurance Product.

### **33. Liability for insurance functionality**

In addition to the matters set out in clause 15, ANZ, its subsidiaries, officers or employees are not liable to you for any losses, damages, liabilities, claims or expenses whatsoever whether in contract, tort, statute or otherwise arising directly or indirectly out of, or relating to the accuracy of, or reliance on, any product related information that appears in the ANZ App, where that information is input by you or is provided to ANZ by QBE.

## **FURTHER GENERAL TERMS**

### **34. Password Security**

You must keep your passwords secure. Failure to do so may increase your liability for any loss.





Warning: You must not use your birth date or an alphabetical code which is a recognisable part of your name as a password, or select a password with sequential numbers, for example "1234" or where three or more numbers repeat, for example, '1111' or "2227". If you do, you may be liable for any loss suffered from an unauthorised transaction. You must not:

- (a) disclose your passwords to any other person;
- (b) allow any other person to see you entering your password; or
- (c) if you enabled TouchID for access to the ANZ App, allow another person to store their fingerprints on your Mobile Device.

To assist you, ANZ publishes security guidelines. A copy of the current guidelines is available at <https://www.anz.com.au/security/account-protection/internet-banking/online-safety/>

### 35. Making a complaint

If you have a complaint about any of our products or services, ANZ has established complaints resolution procedures.

The easiest way to contact us to tell us about your complaint is to use the online complaints form or give us a call:

- Use our online complaints form at [anz.com.au/complaint](http://anz.com.au/complaint).
- By phone:
  - o 13 13 14
  - o +613 9683 9999 from overseas
  - o Complaint Resolution Team 1800 805 154
  - o National Relay Service 133 677.
- Write to the ANZ Complaint Resolution Team:  
Locked Bag 4050  
South Melbourne VIC 3205.
- Visit your nearest ANZ branch.
- If you have a relationship manager, please feel free to contact them.

For more information about ANZ's complaints resolution procedures, please ask for the brochure entitled 'ANZ Complaint Guide' at any ANZ branch or business centre or go to <https://www.anz.com.au/support/contact-us/complaints/>

### Your review options

If you are not satisfied with our response, you can have your complaint reviewed free of charge by the Australian Financial Complaints Authority, an external dispute resolution scheme.

### Australian Financial Complaints Authority (AFCA)

AFCA is external to ANZ. It provides a free and independent dispute resolution service for individual and small business customers who are unable to resolve their complaints directly with ANZ.

Email: [info@afca.org.au](mailto:info@afca.org.au)

Phone: +61 1800 931 678

Mail: Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001 Website: [www.afca.org.au](http://www.afca.org.au)



### 36. Privacy

Protecting your personal information and your privacy is very important to us. Our ANZ App Privacy Collection Notice explains how we collect, use and disclose personal information in relation to the ANZ App and its associated features. It also explains how individuals can access and correct their personal information. By using the ANZ App, you acknowledge and consent to ANZ collecting and handling your information in accordance with the ANZ App Privacy Collection Notice. The ANZ App Privacy Collection Notice is available in the Support section of the app and here <https://www.anz.com.au/privacy/centre/privacy-collection-notice-anz-app/>

If you do not consent to ANZ handling your personal information in accordance with the ANZ App Privacy Collection Notice, then you may choose not to use the ANZ App. You may instead elect to access ANZ products and services via an alternative platform (where available). If you are already using the ANZ App and do not consent, you should cease use of the ANZ App.

Before you provide ANZ with personal information about someone else, we require that you show them a copy of the ANZ App Privacy Collection Notice so that they can understand how ANZ intends to handle their personal information.

For further information on ANZ's handling of personal information more generally, you can also refer to the privacy clause contained within any applicable product terms and conditions and the ANZ Privacy Policy available in the Support section of the app and here <https://www.anz.com.au/privacy/centre/privacy-collection-notice-anz-app/>

The ANZ App Privacy Collection Notice and the ANZ Privacy Policy do not form part of these Terms and Conditions and Licence Agreement.

### 37. Other matters

- (a) By clicking "Install" you agree to receive these ANZ App Terms and Conditions and any amendments to them (except those outlined in clause 18) electronically via the App Store or the Mobile Device and understand ANZ will not send you a paper copy.
- (b) In relation to these ANZ App 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.
- (c) These ANZ App Terms and Conditions are governed by and to be construed in accordance with the laws in force in Victoria, Australia. By accepting these ANZ App Terms and Conditions you irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of Victoria, Australia and courts of appeal from them.

### 38. Apple Inc Licensing

You acknowledge that these ANZ App Terms and Conditions are between ANZ and you, and not Apple Inc (Apple). You are given a non-transferable licence to use the ANZ App on your Mobile Device in accordance with these ANZ App Terms and Conditions and the Apple 'Usage Rules' in the Apple Media Terms and Conditions. Subject to these ANZ App Terms and Conditions, ANZ is solely responsible for the ANZ App, and Apple Inc is not responsible for the ANZ App in any way.



To the maximum extent permitted by law, Apple has no warranty obligations whatsoever with respect to the ANZ App. You agree that ANZ, and not Apple, is responsible for:

- addressing any claims by you or a third party in relation to the ANZ App, including but not limited to product liability claims, claims that the ANZ App fails to confirm to legal or regulatory requirements or consumer protection claims;
- investigating any claim that the ANZ App breaches third party intellectual property rights, and for defending, settling or discharging such claim;
- maintenance and support services for the ANZ App.

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



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