

Finance Online Plus

CONDITIONS OF USE

This document sets out the terms and conditions for the use of Finance Online Plus (Internet & Phone Services) (the *Conditions of Use*).

These Conditions of Use may be viewed by visiting ANZ's website at www.anz.com or obtained by calling us on 1800 622 015 (between 8am and 5pm Western Standard Time).

For queries concerning the Service contact us on 1800 622 015 (between 8am and 5pm Western Standard Time).

This document should be read in conjunction with:

- the 'ANZ Interim Account Terms and Conditions' (as set out in the ANZ Interim Account Terms and Conditions booklet) (the Account Terms and Conditions); and
- the 'ANZ Interim Account Fees and Charges' booklet (the Account Fees and Charges Booklet).

In the event of any inconsistency between these Conditions of Use and any of the above documents, the provisions contained in the Account Terms and Conditions, these Conditions of Use, and the Account Fees and Charges Booklet will prevail in that order except:

- in relation to BPAY Payments. If there is any inconsistency between the Account Terms and Conditions and clauses 22 to 24 of these Conditions of Use then the provisions in these Conditions of Use will apply to the extent of the inconsistency; and
- where these Conditions of Use provide otherwise.

If you had access to Finance Online Plus immediately prior to 1 March 2010 in relation to your Unsecured Deposit Notes Account corresponding to your new ANZ Interim Account, you will continue to have access to Finance Online Plus in relation to your ANZ Interim Account. You will be able to access Finance Online Plus in the same way (ie, using your existing User ID and Password) and you will have the same level of access.

ANZ is permitted and authorised to act and rely on any instructions, authorities, acknowledgements or representations given by you or on your behalf prior to 1 March 2010 in relation to Unsecured Deposit Notes which you held, as if those instructions, authorities, acknowledgements or representations related to your ANZ Interim Account.

Definitions

Account means an ANZ Interim Account which ANZ has determined is accessible by the Service.

Account holder means a person who has an Account in their own name or, if the Account is held in two or more names, means each person separately and all of them jointly.

ADI means an Authorised Deposit-taking Institution within the meaning of the Banking Act 1959 (Cth).

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

ANZ Interim Account has the meaning given in the Account Terms and Conditions.

Application Form means the form headed Registration of Interest: Finance Online Plus Internet and Phone Services, available on ANZ's website at www.anz.com.

Authorised User means a person who has been authorised by you under clause 6 to operate and transact upon an Account through the Service.

BPAY means the electronic payment scheme which enables you to pay bills to Participating Billers.

BPAY Payment means an electronic payment made using the BPAY Scheme.

BPAY Pty Ltd means BPAY Pty Ltd ABN 69 079 137 518 as the entity operating BPAY.

Business Day means a day on which banks are open for business in Sydney and Perth excluding a Saturday, Sunday or public holiday.

Electronic Transactions Act means the Electronic Transactions Act 1999 (Cth) and each analogous State and Territory enactment.

EFT Code means the Electronic Funds Transfer Code of Conduct.

Enquiry Only Access means the level of access to the Service referred to in clause 1.3.

Indue means Indue Limited ABN 97 087 822 464.

Internet Password means the confidential Password notified to you with the details of your login for Finance Online Plus to enable use of the internet Service.

Finance Online Plus means ANZ's internet and phone account enquiry and transaction service used in relation to the ANZ Interim Accounts.

Landmark means Landmark Operations Limited ABN 73 008 743 217.

Lending Account has the meaning given in the Account Terms and Conditions.

Participating Biller means a person who has provided goods or services which you, or an Authorised User, have agreed to pay for using BPAY Payment.

Password means the confidential password notified to you with the details of your login for Finance Online Plus.

Personal EFT Transaction means a transaction to which Part A of the EFT Code applies.

Phone Password means the confidential Password notified to you with the details of your login for Finance Online Plus to enable use of the phone Service.

Service means the service that ANZ makes available through the internet and by telephone to enable the electronic receipt and transmission of information and funds (including electronic funds transfers in relation to an Account).

Transaction means any function referred to in clause 1.4.

Unauthorised Transaction means a Transaction not authorised by the User. It does not include Transactions carried out by the User or by anyone performing a Transaction with the User's knowledge and consent.

Unsecured Deposit Notes Account has the meaning given in the Account Terms and Conditions.

User means you or an Authorised User or both of these, as the context requires.

User Authentication means the authentication service made available by ANZ or Landmark to a User when using the Service to make certain payments.

User ID means a 'User Identification Number' issued by the Service to an Authorised User.

Interpretation

In these Conditions of Use:

- a reference to a 'person' includes an individual, corporation, trust, partnership, unincorporated body, a government or semi-government authority or other entity, whether or not it comprises a separate legal entity;
- a reference to 'we' or 'us' means ANZ. Any other grammatical form of the word 'we' has a corresponding meaning; and
- a reference to 'you' or 'your' means the Account holder. Any other grammatical form of the word 'you' has a corresponding meaning.

1. Offer

1.1 Finance Online Plus

Finance Online Plus is an internet and phone based enquiry and transaction service that allows you to access your existing ANZ Interim Account or applicable Lending Account.

1.2 Information access levels

You must nominate an information access level on your Application Form.

1.3 All Users will be able to:

- obtain an Account balance;
- make Transaction enquiries on a nominated Account;
- print a Transaction listing on a nominated Account;
- issue stop payments on cheques;
- download data relating to Account details;
- obtain details of interest paid to, or by, ANZ;
- change User specific Passwords; and
- lodge forms with ANZ.

1.4 Full access Users only will be able to:

- transfer funds to another ANZ account;
- transfer funds to an external account held with an ADI other than ANZ;
- create future funds transfers;
- create regular payment lists; and
- make payments to organisations who are Participating Billers.

1.5 ANZ offers to make the Service available to you on these Conditions of Use.

You will be taken to have accepted these Conditions of Use when:

- a User signs an Application Form; or
- a User accesses, or seeks to access, through the Service, an Account held by you.

2. Account

These Conditions of Use are in addition to any of ANZ's terms and conditions for an individual Account.

3. Passwords

Your Password is the code that is issued to you upon you registering for Finance Online Plus.

If you used Finance Online Plus immediately prior to 1 March 2010 (in relation to your Unsecured Deposit Notes Account corresponding to your new ANZ Interim Account), your User ID, Phone Password and Internet Password at that time will continue to apply. You will be able to access the Service in the same way, and will not need to re-register for it.

If you apply to use Finance Online Plus on or after 1 March 2010, and your application is accepted, you will be issued with a new User ID, Phone Password and Internet Password at that time. The Password must be used in conjunction with your User ID in order to gain access to Finance Online Plus.

For your security, when you first log on to Finance Online Plus, you will need to change your Phone Password and Internet Password.

4. User Authentication

In the event that ANZ receives an instruction from a User to make a BPAY Payment or payment to a third party account and that User has User Authentication, ANZ will require the User to provide the identifier generated by ANZ in accordance with the User Authentication. This requirement is in addition to any Password or

other information a User must give to ANZ when providing an instruction using the Service.

The User should contact us on 1800 622 015 (between 8am and 5pm Western Standard Time) in the event ANZ does not accept any instruction using the User Authentication identifier. Provision of this identifier does not alter your responsibility for the Transaction.

5. Your responsibilities

You agree:

- to choose a new Password whenever you are required to do so by ANZ;
- that the Password you choose to access the Service will not be the same as, or similar to, any other personal identification number or password you have for any account you have with, or service provided by, ANZ;
- that you will not disclose your Password to any other person except when you are creating a User and then only to that User;
- not to record or store your Password anywhere but to commit it to memory;
- to take reasonable care when accessing the Service to ensure that your Password is not disclosed to any other person, in particular ensuring that you are not observed while entering your Password;
- to check your Account records carefully and notify ANZ immediately of any apparent discrepancy;
- to take every reasonable precaution to prevent the spread or diffusion of any software contamination including computer viruses and Trojans; and
- not to perform a Transaction if it would result in your Account having a debit balance or, if you have a pre-approved credit limit, if it would result in that credit limit being exceeded.

You must ensure that an Authorised User protects, stores and uses his or her Password in the same manner as this clause 5 requires you to protect, store and use yours.

Breach of these undertakings will not determine your liability for any losses arising from unauthorised Personal EFT Transactions. Liability for those transactions will be determined under the EFT Code and clauses 10 and 11 rather than under this clause 5.

6. Authorised User

These Conditions of Use apply to a User's access to Finance Online Plus.

You are responsible for any use of Finance Online Plus by an Authorised User within the access level set out in clause 1 and the Finance Online Plus Application Form. This includes all Transactions performed by any Authorised User who has access to your Accounts, through Finance Online Plus, until that authority is cancelled and we are made aware of the cancellation.

6.1 ANZ may allow any person over 15 years of age authorised by you to be an Authorised User. An Authorised User can only be created in accordance with procedures specified by ANZ from time to time. It is your responsibility to ensure that any Authorised User is over 15 years of age.

6.2 You acknowledge that:

- each Authorised User that you nominate on the Application Form to have access to, and on, your Account can use Finance Online Plus and that by using Finance Online Plus, he or she can access and transact on your Account as set out on the Application Form;
- the level of access that a User has to the Service is governed by the terms of the Application Form that has been signed by you in accordance with your current Account signing authority. Users that have Enquiry Only Access cannot use Finance Online Plus to perform Transactions on your Account;

- you are responsible for the security of your Password;
- any variation to existing access and Transaction authorities must be lodged with ANZ on an Application Form that has been signed in accordance with the current Account signing authority for that particular Account; and
- it is your responsibility to ensure that each Authorised User is aware of, and complies with, all obligations and responsibilities imposed on Users under these Conditions of Use.

6.3 Subject to clauses 6.1, 6.2, 6.4, 10, 11 and 12, you are liable for any use on an Account or the Service by an Authorised User as if the Account or the Service had been used by you. This includes, for example, any Transaction on, or an instruction given in relation to, an Account using the Service and any acceptance or acknowledgment of these Conditions of Use or any change to them. You should ensure that any Authorised User has been provided with, and read and understood, these Conditions of Use before using the Service.

6.4 You are no longer liable for any further use on an Account or the Service by an Authorised User if you call us on 1800 622 015 (between 8am and 5pm Western Standard Time) or contact your local ANZ Agribusiness Manager to confirm Service suspension, and you comply with any other procedures specified by ANZ from time to time.

7. Use of the Service

7.1 Once:

- you are taken to have accepted these Conditions of Use under clause 1;
- a User has accessed the Service by entering their Password and their User ID (if a User ID has been issued); and
- the User has created a different Password to be used to access the Service in the future,

the User may use the Service in accordance with these Conditions of Use, unless usage by that User of the Service is cancelled or suspended under these Conditions of Use.

7.2 Access to the Service, or access to certain functionalities of the Service, may only be allowed by ANZ:

- if the procedures specified by ANZ have been complied with; and
- if ANZ has received, in a form and manner satisfactory to it, any document or information, including any document which identifies the User, as ANZ reasonably requires.

7.3 Access to the Service:

- will be denied to a User if the User enters an incorrect Password on three consecutive occasions; and
- may be denied if any instruction given using the Service, including any comment, message, or note provided in connection with any instructions, is made in language ANZ considers to be inappropriate.

Where access is denied, the Service cannot accept an instruction for processing using the Service. If this occurs, then the User should call us on 1800 622 015 (between 8am and 5pm Western Standard Time).

7.4 Subject to clauses 6.2, 6.3 and 6.4, a User will be able to transfer funds from your Accounts to any other accounts accessible by the User using the Service, whether the accounts are held with other financial institutions, other third parties or ANZ. The amount which is able to be transferred will be subject to a daily limit set by ANZ. Users should refer to clause 17 below and the Account Terms and Conditions for further information about transaction limits.

You should be aware that the other financial institutions and third parties may impose their own limits and restrictions on transfers and ANZ has no responsibility for these limits and restrictions.

8. Functionalities of the Service

8.1 ANZ may at any time add to, remove, change or impose restrictions on, the functionalities of the Service in any respect including, without limitation:

- generally;
- in relation to a User or a class of Users; or
- in relation to an Account or a class of Accounts.

8.2 Computer terminal usage

You authorise us to act upon instructions that a User appears to have entered into a computer.

8.3 Phone usage

You authorise us to act upon instructions that a User appears to have entered via the telephone.

9. Transactions

9.1 Processing of Transactions

ANZ may assign the date to a Transaction you carry out that it deems appropriate.

If the Payment instructions are given	Payment will register as received
Before 12.00pm Perth time on a Business Day	By the date that the instructions are given
After 12.00pm Perth time on a Business Day	By the next Business Day
On a non-Business Day	By the next Business Day

Separate provisions apply in relation to BPAY Payments (see clause 22.6 below).

A receipt number will be issued for each funds transfer instruction received by ANZ via Finance Online Plus.

9.2 Order of Transactions

ANZ may determine the order of Transactions where we have been given instructions for more than one Transaction relating to an Account.

9.3 Sufficient funds

To enable a Transaction to be completed, you must ensure that any Account from which funds are to be transferred has sufficient cleared funds available in it.

We are not required to effect a Transaction at any time (including future-dated Transactions) if there are insufficient cleared funds available in the Account at the relevant time.

ANZ may delay and/or refuse to process or give effect to any instruction without notice to you. In particular, ANZ will not process instructions where these Conditions of Use (or any other terms or conditions of use applying to an Account) prohibit instructions from being given effect to or where the relevant Account has insufficient available funds to enable the payment to be made.

9.4 Subject to clauses 4 and 14, you agree that:

- an instruction to ANZ by a User using the Service constitutes a valid and irrevocable authority to ANZ to follow that instruction; and
- a payment instruction which is given before the cut-off time for a Business Day will be processed on the same day but if it is given after the cut-off time it may be processed on the next Business Day after the instruction is given.

9.5 Subject to clause 9.4 you also agree that an instruction to make a periodic or future dated payment continues until the expiry date authorised by a User, even if the Service has been cancelled.

9.6 In the case of an instruction to make a periodic or future dated payment, a User may revoke their instruction up until the cut-off time on the day payment is due to be made.

9.7 You are responsible for all instructions given in relation to your Accounts which are authorised by a User by the use of their Password or undertaken by another person with a User's knowledge or consent.

9.8 You must notify us immediately, by calling us on 1800 622 015 (between 8am and 5pm Western Standard Time), if:

- a User's Password becomes known to any other person (other than when a Password is used to create another User, where the Password has become known to that User);
- a User's computer which the User uses to access and use the Service is lost, stolen or fraudulently accessed; or
- you become aware of any Unauthorised Transaction or error on an Account using the Service.

In respect of Personal EFT Transactions, please also refer to clauses 10 and 11.

9.9 It is your responsibility to use other means of effecting Transactions and giving and obtaining information if for any reason the Service is unavailable for use or is malfunctioning.

10. Liability provisions for all Personal EFT Transactions

10.1 This clause applies only to Personal EFT Transactions. The clause sets out important rules which may govern an Account holder's liability for Unauthorised Transactions.

10.2 No Account holder liability in some circumstances

The Account holder is not liable for:

- losses to the extent that they are caused by the fraudulent or negligent conduct of ANZ's employees or agents, other organisations involved in the provision of Finance Online Plus or any merchant;
- losses arising because the User ID and/or Password is forged, faulty, expired, or cancelled;
- losses that arise from Personal EFT Transactions which require the use of the Password and that occurred before the User received the Password;
- losses that are caused by the same Personal EFT Transaction being incorrectly debited more than once to the same Account;
- losses resulting from Unauthorised Transactions occurring after notification to ANZ that the security of the Password has been breached; or
- losses resulting from Unauthorised Transactions where it is clear to ANZ that the User has not contributed to such losses.

10.3 Account holder liability for Unauthorised Transactions

The Account holder is liable for losses resulting from Unauthorised Transactions as provided below:

- where ANZ can prove on the balance of probabilities that the User contributed to the losses through the User's fraud or contravention of the security requirements in clause 11, the Account holder is liable for the actual losses which occur before ANZ is notified that the security of the Password has been breached; and
- the Account holder is also liable where ANZ can prove on the balance of probabilities that the User contributed to losses resulting from Unauthorised Transactions because the User unreasonably delayed notifying ANZ after becoming aware that the security of the Password had been breached. The Account holder will then be liable for the actual losses which occur between the time the User became aware (or should reasonably have become aware) of the security breach and when ANZ was actually notified.

In the above cases, you will be liable for the losses arising from the Unauthorised Transaction but you will not be liable for any of the following amounts:

- that portion of the loss incurred on any one day which exceeds the applicable daily transaction limits;
- that portion of the loss incurred in a period which exceeds any other periodic transaction limit applicable to that period;
- that portion of the loss on a nominated Account which exceeds the balance of that nominated Account (including any pre-arranged credit); or
- losses incurred on any accounts accessed using Finance Online Plus which you did not agree to be included in Finance Online Plus.

Where a Password was required to perform the Unauthorised Transaction and we do not prove on the balance of probabilities that you contributed to the loss, your liability for any loss in respect of a nominated Account arising from an Unauthorised Transaction is the lesser of:

- \$150;
- the balance of the Account (including any pre-arranged credit) accessed through Finance Online Plus; or
- the actual loss incurred at the time we are notified of the breach of Password security (excluding that portion of the loss incurred on any one day that exceeds any applicable daily or other periodic transaction limits).

10.4 Failure of ANZ equipment or ANZ system

ANZ will be liable to Users for losses that Users suffer and that are caused by the failure of ANZ's equipment or ANZ's system to complete a Personal EFT Transaction accepted by ANZ's system or ANZ's equipment in accordance with the User's instructions.

However, where the User should have been aware that ANZ's equipment or ANZ's system was unavailable for use, or was malfunctioning, ANZ's responsibilities will be limited to the correction of any errors in the Account holder's Account and the refund of any charges or fees imposed on the Account holder as a result. ANZ will also not be liable for any losses caused by the failure of ANZ's equipment or ANZ's system where ANZ's system or ANZ's equipment had not accepted the Personal EFT Transaction.

10.5 Advising ANZ

If the User believes the security of the User's Password has been breached, the User must advise us by calling us on 1800 622 015 (between 8am and 5pm Western Standard Time) as soon as possible. Once ANZ has been notified of these matters, the Account holder's liability for further Personal EFT Transactions will be limited. Where telephone facilities for notification are not available during particular periods, any losses occurring during these periods that were due to non-notification are deemed to be the liability of ANZ, providing notification is made to ANZ within a reasonable time of the facility again becoming available. ANZ will acknowledge the User's report and the User should record or retain this acknowledgment.

11. User's responsibilities under the EFT Code

Where ANZ or Landmark provides the User with a Password, the User must:

- not voluntarily disclose the Password to anyone including a family member or friend, except when you are creating a User;
- not act with extreme carelessness in failing to protect the security of the Password; and
- not record the Password (without making any reasonable attempt to protect the security of the Password record) on the one article or on several articles so that they are liable to loss or theft simultaneously.

Where ANZ allows the User to select a Password, or change the User's Password, the User must not select:

- a numeric code which represents the User's birth date; or
- an alphabetical code which is a recognisable part of the User's name.

Either of these selections may mean you are liable for losses caused by Unauthorised Transactions caused by a breach of the security of the Password.

12. Allocation of liabilities for all Transactions other than Personal EFT Transactions

12.1 This clause 12 applies only to Transactions other than Personal EFT Transactions.

You are not liable for any losses:

- where it is clear that a User has not contributed to those losses;
- to the extent that they are caused by the fraudulent or negligent conduct of ANZ's employees or agents; or
- resulting from Unauthorised Transactions occurring after you notify ANZ that a User's Password has become known to someone else.

12.2 Where it is clear that a User has contributed to the losses because a User has failed to comply with clause 11 or you unreasonably delay in notifying ANZ, then you are liable for those losses except for that portion of the losses incurred which exceeds the balance of your Account(s) (including any prearranged credit facility) or that portion of the losses incurred which exceeds the total amount you are able to withdraw from your Account(s) on the days the unauthorised use took place.

13. Malfunctions and breakdowns

You acknowledge that, subject to your rights implied at law which cannot be excluded, ANZ is not liable for any loss or damage caused directly or indirectly to a User by:

- any breakdown or interruption in the Service due to circumstances beyond ANZ's control;
- any corruption of data and any breakdown, interruption or errors caused to a User's computer or computing equipment as a result of using the Service or as a result of software being downloaded to a User's computer for the purposes of the Service;
- the failure of the Service to perform in whole or in part any function which ANZ has specified it will perform;
- any delays or errors in the execution of any Transaction or instruction in respect of an Account because of any breakdown or interruption in the Service due to circumstances beyond ANZ's control;
- a party to a payment instruction made by a User not receiving funds because of a problem with the information provided by the User (for example, where a User provides ANZ with the wrong Account number);
- any delays or errors by other parties (for example, the failure of a financial institution to credit or debit an Account in a timely manner); or
- any refusal by a party to a payment instruction (other than ANZ) to accept, or acknowledge receipt of, the funds the subject of that payment instruction.

If our equipment malfunctions and you are not reasonably aware that it has malfunctioned, then we will make adjustments for reasonable interest costs and charges relating to any Transaction not processed in accordance with your Finance Online Plus request.

In no circumstances whatsoever (including negligence) will ANZ be liable to you or anyone claiming through you for any loss or damages as a result of interruption to business, loss of actual or anticipated profit, loss of opportunity or any other consequential loss of that nature caused or contributed to by use of or arising from the Service, other than interest on your Finance Online Plus Account as provided under these Conditions of Use to which you would have otherwise been entitled. This paragraph does not apply to Personal EFT Transactions.

14. ANZ's responsibilities

14.1 Subject to clause 10.4 (which applies to Personal EFT Transactions only) you acknowledge that, subject to your rights implied at law which cannot be excluded, ANZ need not act, or may delay acting, on any instruction given to it by a User through the use of the Service, including processing any instruction on the next Business Day after the instruction is given and you acknowledge that ANZ is not liable for any loss or damage caused directly or indirectly to a User as a result of ANZ's failure to act or delay in acting.

14.2 You acknowledge that the correctness of information about an Account which a User obtains through the Service is subject to verification by ANZ as part of its normal procedures and reflects the entries that have been posted to the relevant Account at the time the information is obtained.

15. Changes by ANZ

15.1 ANZ may change these Conditions of Use in the manner set out in these Conditions of Use, and subject to any applicable legislation and industry codes (including, where applicable, the EFT Code).

15.1.1 Subject to any applicable law and industry codes (including, where applicable, the EFT Code), ANZ will notify you of any changes by:

- a notice on or with your Account statement or by any other notice in writing;
- press advertisement;
- a notice on our logon page;
- sending you an email (where you have previously made an election to receive notices by email); or
- any other method permitted or required by law.

15.1.2 You are deemed to have accepted the amended Conditions of Use from time to time when you first log in to the Finance Online Plus website or phone Services after ANZ has notified you of the relevant change referred to in clause 15.1 and any applicable notice period has expired.

15.2 Important alterations

If the EFT Code applies, ANZ will give Account holders at least 20 days' (or, where applicable legislation requires a longer notice period, that longer period) written notice of:

- any change to or imposition of a daily or other periodic transaction limit;
- an increase in the Account holder's liability for losses relating to EFT Transactions; or
- the imposition of or an increase in charges relating solely to an Account holder's use of an access method, or the issue of an additional or replacement access method.

If the EFT Code does not apply ANZ will give Account holders notice of any of the 3 matters set out in this clause 15.2 above in advance of the date the change takes effect.

15.3 Other variations

Except as otherwise specified in these Conditions of Use, or separately agreed between you and ANZ, ANZ will give you, and you agree to accept, notice of any other changes to these

Conditions of Use (by letter, media advertisement, electronically or by other means) before the change takes effect, unless any applicable law requires a particular period of notice, in which case ANZ will give you the required period of notice.

15.4 Notwithstanding clauses 15.1 to 15.3 above, to the extent permitted by any applicable legislation and industry codes ANZ reserves the right not to give advance notice when changes are necessitated by an immediate need to restore or maintain the security of ANZ's Finance Online Plus systems or individual Accounts, and you will be deemed to have accepted those changes upon them being made.

15.5 Number and type of Accounts

There may be a limit to the number and type of Accounts which can be accessed by means of the Service. You will be advised of the Accounts and Transactions you can undertake using the Service when you sign up to the Service (and you will be advised of any subsequent changes from time to time in accordance with this clause 15).

16. Fees

16.1 You must pay ANZ's fees relating to the Service, including the use of the Service, in accordance with clauses 16.2 to 16.5.

16.2 ANZ may debit your Account with its fees relating to the Service, including the use of the Service, the amount and nature of which are detailed in the Account Fees and Charges Booklet (available from ANZ).

16.3 If there are insufficient funds in your Account, you authorise ANZ to debit relevant fees or charges to the relevant Account even if that causes the relevant Account to become overdrawn. Alternatively, ANZ may require you to pay the fees in any other manner ANZ determines.

16.4 If you close your Account, ANZ may automatically select another Account to which fees and charges relating to the Service may be debited. If no Account satisfactory to ANZ exists, ANZ may immediately cancel the availability of the Service to you until such time that you open an Account satisfactory to ANZ or ANZ may require you to pay the fees in any other manner ANZ determines.

16.5 You can obtain details of our current fees and charges and our current interest rates by calling us on 1800 622 015 (between 8am and 5pm Western Standard Time), contacting your local ANZ Agribusiness Manager, or by visiting our website at www.anz.com.

17. Transactions to external accounts

Where you are transferring funds from your Account to external accounts with other financial institutions, ANZ reserves the right to limit the value of such Transactions in accordance with the following provisions:

- the default limit has been set at \$20,000;
- you may request an increase in the limit;
- your request is subject to ANZ's approval;
- ANZ reserves the right to accept or reject any such request within its complete discretion and without giving reasons for its decision; and
- any approved limit is at the discretion of ANZ and may be cancelled or reduced by ANZ at any time without notice.

Any limit which applied in connection with your Unsecured Deposit Notes Account immediately prior to 1 March 2010 will continue to apply to your corresponding ANZ Interim Account (unless varied in accordance with this clause 15 above and this clause 17).

18. Cancellation of Finance Online Plus

ANZ may suspend, withdraw or deny access to a User of Finance Online Plus or cancel electronic access to your nominated Account at any time without notice, for any reason, including (but not limited to):

- if ANZ suspects that Finance Online Plus or your Account has been, or may be, used fraudulently;
- unsatisfactory Account operation;
- a default or non-compliance occurring in relation to these Conditions of Use; or
- to prevent loss to either you or ANZ (or both).

We may suspend electronic access to your nominated Account at any time without notice if we consider a security issue has arisen, or is likely to arise, which requires further investigation. The suspension of access does not affect your obligations under these Conditions of Use.

To end your use of Finance Online Plus, or cancel a User's electronic access to your nominated Account, you can call us on 1800 622 015 (between 8am and 5pm Western Standard Time) or write to us at:

**Australia and New Zealand Banking Group Limited
Level 8, 8 Bennett Street
East Perth WA 6004**

19. Account statements

ANZ will give you a statement of Account at least once in each 6 month period. However statements will be issued more frequently than this where the terms and conditions applicable to the particular Account specify this or where more frequent statements are required by law.

You should always examine each statement and notify us promptly if you notice any errors or Unauthorised Transactions.

By accessing the Finance Online Plus website, you will be able to view a monthly statement for your Account upon selecting that option.

20. Account records

You should check your Account records carefully and promptly report to ANZ as soon as you become aware of any Transactions that you think are errors or are Transactions that you did not authorise or you think were made by someone else without your permission.

21. Finance Online Plus contact details

If you need assistance with Finance Online Plus:

- call us on 1800 622 015 (between 8am and 5pm Western Standard Time);
- contact your local ANZ Agribusiness Manager;
- write to us at:
Australia and New Zealand Banking Group Limited
Level 8, 8 Bennett Street
East Perth WA 6004; or
- send a message to us using the secured email facility available within Finance Online Plus.

ANZ may write to you at an address currently recorded on our system or, if you have previously permitted us to do so, electronically.

22. BPAY®

22.1 Terms and Conditions of Use for BPAY

Landmark is approved as a Payer Institution Member ('PIM') of BPAY.

This is an electronic payments scheme through which ANZ can be asked to make payments on your behalf to organisations who are registered billers with BPAY.

ANZ will tell you if Landmark ceases to be a member of BPAY.

ANZ and Landmark may also be billers under the scheme.

Landmark receives a commission from Indue, being the fees received from BPAY Pty Ltd, of \$0.41 (inclusive of GST) per bill payment made using BPAY.

22.2 How to use BPAY

- A BPAY Payment can be made from any Account provided:
 - ANZ will allow transfers from the Account;
 - there are sufficient funds or credit available in the Account to meet the value of the BPAY Payment; and
 - the relevant biller agrees to accept the Account.
- You acknowledge that the receipt by a biller of any mistaken or erroneous payment does not, or will not, constitute under any circumstances satisfaction (in part or whole) of any underlying debt owed between you (or any Authorised User) and that biller.

22.3 Valid payment direction

ANZ will treat an instruction to make a BPAY Payment as valid if, when the instruction is given to ANZ, the User's User ID and Password are used correctly.

22.4 Information you must give ANZ

To instruct ANZ to make a BPAY Payment, you or any Authorised User must:

- enter the correct User ID and Password;
- enter and select the appropriate biller code;
- select the appropriate 'from' Account;
- enter the customer reference number (in some cases, this may be your Account number but will vary from biller to biller) with that biller;
- enter the amount to be paid; and
- confirm the details entered (if correct).

You acknowledge that ANZ is not obliged to effect a BPAY Payment if ANZ is not given all of the above information or if any of the information given to ANZ is inaccurate.

22.5 Payments

- ANZ will not accept an order to stop a BPAY Payment once instructed to make that BPAY Payment.
- You and any Authorised User must notify ANZ immediately if you (or any Authorised User) become aware of making a mistake (except for a mistake as to the amount meant to be paid (for those errors, see clause 22.6)) when instructing ANZ to make a BPAY Payment, or if you (or any Authorised User) did not authorise a BPAY Payment that has been made from your Account. Clause 22.7 describes when and how ANZ may arrange for such a BPAY Payment (other than in relation to a mistake as to the amount you must pay) to be refunded.
- Billers who participate in BPAY have agreed that a BPAY Payment you make will be treated as received by the biller to whom it is directed:
 - on the date that BPAY Payment is made, if ANZ is told to make the BPAY Payment before ANZ's cut-off time for BPAY Payments on a Business Day; or
 - on the next Business Day, if ANZ is told to make a BPAY Payment after ANZ's cut-off time for BPAY Payments on a Business Day, or on a non-Business Day.

22.6 BPAY Payment and system cut-off

Billers participating in BPAY will treat BPAY Payments you make according to the table below

If the BPAY Payment instructions are given	Payment will register as received
Before 6.00pm Sydney time on a Business Day	On the date the instructions are given
After 6.00pm Sydney time on a Business Day	On the next Business Day
On a non-Business Day	On the next Business Day

- A delay might occur in the processing of a BPAY Payment where:
 - there is a public or bank holiday on the day after ANZ is told to make a BPAY Payment;
 - ANZ is told to make a BPAY Payment either on a day which is not a Business Day or after ANZ's cut-off time for BPAY Payments on a Business Day;
 - another financial institution participating in BPAY does not comply with its obligations under BPAY; or
 - a biller fails to comply with its obligations under BPAY.
- While it is expected that any delay in processing will not continue for more than one Business Day, any such delay may continue for a longer period.
- You and any Authorised User must be careful to ensure that ANZ is told the correct amount to be paid. If you or any Authorised User instruct ANZ to make a BPAY Payment and you or they later discover that:
 - the amount ANZ was told to pay was greater than the amount needed to be paid, you must contact the biller to obtain a refund of the excess; or
 - the amount ANZ is told to pay was less than the amount needed to be paid, you can make another BPAY Payment for the difference between the amount actually paid to a biller and the amount needed to be paid.
- If ANZ is advised that your payment cannot be processed by a biller, we will:
 - advise you of this;
 - credit your account with the amount of the BPAY Payment; and
 - take all reasonable steps to assist you in making the BPAY Payment as quickly as possible.

22.7 Liability for mistaken payments, Unauthorised Transactions and fraud

- (a) If under this clause you are liable for an unauthorised or fraudulent payment as a result of a BPAY billing error and the payment is a Personal EFT Transaction, then your liability is limited to the lesser of:
- the amount of that unauthorised or fraudulent payment; and
 - the limit (if any) of your liability set out in clauses 10.2 to 10.5 and 11 of this document.
- If a limit as referred to in the second bullet point above applies, then ANZ will be liable to you for the difference between the amount for which you are liable and the amount of the unauthorised or fraudulent payment.
- (b) ANZ will attempt to make sure that BPAY Payments are processed promptly by the participants in BPAY, including those billers to whom BPAY Payments are to be made. You or any Authorised User must tell ANZ promptly if you or they:
- become aware of any delays or mistakes in processing BPAY Payments;

- did not authorise a BPAY Payment that has been made from your Account; or
- think that you have been fraudulently induced to make a BPAY Payment.

ANZ will attempt to rectify any such matters in relation to your BPAY Payments in the way described in this clause 22. However, except as set out in this clause 22, ANZ will not be liable for any loss or damage (including consequential loss or damage) you or any Authorised User suffer as a result of using BPAY.

The longer the delay between when you tell ANZ of the error and the date of your BPAY Payment, the more difficult it may be to perform the error correction. For example, ANZ or your biller may not have sufficient records or information (accessible by ANZ) to investigate the error. If this is the case, you need to demonstrate that an error has occurred based on your own records, or liaise directly with the biller to correct the error.

- (c) If a BPAY Payment is made to a person or for an amount which is not in accordance with your instructions (if any), and your Account was debited for the amount of that payment, ANZ will credit that amount to your Account. However, if you or any Authorised User were responsible for a mistake resulting in that payment and ANZ cannot recover within 20 Business Days of ANZ attempting to do so the amount of that payment from the person who received it, you must pay ANZ that amount.
- (d) If a BPAY Payment is made in accordance with a payment direction which appeared to ANZ to be from you or on your behalf but for which you did not give authority, ANZ will credit your Account with the amount of that unauthorised payment. However, you must pay ANZ the amount of that unauthorised payment if:
- ANZ cannot recover within 20 Business Days of ANZ attempting to do so that amount from the person who received it; and
 - the payment was made as a result of a payment direction which did not comply with ANZ's prescribed security procedures for such payment directions.
- (e) If a BPAY Payment is induced by the fraud of a person involved in BPAY, then that person should refund you the amount of the fraud-induced payment. However, if that person does not refund you the amount of the fraud-induced payment, you must bear the loss unless some other person involved in BPAY knew of the fraud or would have detected it with reasonable diligence, in which case that person must refund you the amount of the fraud-induced payment.
- (f) If a BPAY Payment you or any Authorised User has made falls within the type described in paragraph (d) and also paragraph (c) or (e), then ANZ will apply the principles stated in clause 22.7. If a BPAY Payment you have made falls within both the types described in paragraphs (c) and (e), then we will apply the principles in paragraph (e). Except where a BPAY Payment falls within the type referred to in paragraph (d), the BPAY Payments are irrevocable. No refunds will be provided by BPAY where you or an Authorised User has a dispute with the biller about any goods or services you or the Authorised User may have agreed to acquire with the biller. Any dispute must be resolved with the biller.
- (g) You indemnify ANZ against any loss or damage we may suffer due to any claim, demand or action of any kind brought against us arising directly or indirectly because you:
- did not observe any of your obligations under these Conditions of Use; or
 - acted negligently or fraudulently in connection with these Conditions of Use.

23. Biller consent

If you tell ANZ that a BPAY Payment made from your Account is unauthorised, you must first give ANZ your written consent addressed to the biller who received the BPAY Payment, consenting to ANZ or Landmark obtaining from the biller information about your Account with that biller or the BPAY Payment, including your customer reference number and such information as ANZ reasonably requires to investigate the BPAY Payment. If you do not give ANZ that consent, the biller may not be permitted under law to disclose to ANZ or Landmark the information required to investigate or rectify that BPAY Payment.

24. Privacy

If you register to use BPAY, you agree to ANZ disclosing to billers nominated by you and, if necessary, BPAY Pty Ltd or any other participant in BPAY and any agent appointed by any of them from time to time (including Indue), that provides the electronic systems needed to implement BPAY:

- such of your personal information (for example your name, email address and the fact that you are a customer) as is necessary to facilitate your registration for, or use of, BPAY; and
- such of your transactional information as is necessary to process your BPAY Payments. Your BPAY Payments will be disclosed to BPAY Pty Ltd, through its agent, the biller's financial institution.

You must notify ANZ immediately at:

**Australia and New Zealand Banking Group Limited
Level 8, 8 Bennett Street
East Perth WA 6004**

if any of your personal information changes and you consent to ANZ disclosing your updated information to participants in BPAY as necessary.

25. Complaints, errors and disputes

If you believe a transaction on an Account is wrong or unauthorised or your account statement contains any instances of Unauthorised Transactions or errors, you must immediately notify us as explained in clause 9.8 of these Conditions of Use. As soon as you can, you must also provide to us the following information:

- your name, address and account number;
- details of the transaction or the error you consider is wrong or unauthorised;
- a copy of the account statement in which the Unauthorised Transaction or error first appeared;
- the dollar amount and an explanation as to why you believe it is an Unauthorised Transaction or an error;
- the identity of all other Authorised Users in respect of the Account; and
- details of whether your Password is secure (including, if relevant, details of whether the Password has been disclosed to anyone or written down anywhere).

If we are unable to settle your complaint immediately to your satisfaction, we will advise you in writing of the procedures for further investigation and resolution and we may request further relevant details from you.

Within 21 days of receiving these further relevant details from you, we will:

- advise you in writing of the results of our investigation; or
- advise you in writing that we require further time (not exceeding a further 24 days) to complete our investigation.

Where an investigation continues beyond 45 days, we will inform you of the reasons for the delay and provide you with monthly updates on the progress of the investigation and a date when a decision can reasonably be expected, except in cases where we

are waiting for a response from you and you have been advised that we require such a response.

If we find that an error was made, we will make the appropriate adjustments to your Account including interest and charges (if any) and will advise you in writing of the amount of the adjustment.

If:

- we are a party to an industry dispute resolution scheme; and
- that scheme provides that a matter can be heard under the scheme if we do not give a final decision on the matter within a specified time,

we will advise you in writing about the option of taking the matter to the scheme within 5 Business Days after the specified time period expires.

When we advise you of the outcome of our investigations, we will:

- give you reasons in writing for our decisions by reference to these terms and conditions and the EFT Code;
- advise you in writing of any adjustments we have made to your Account; and
- advise you in writing of other avenues of dispute resolution (including Consumer Affairs Agencies and Small Claims Courts), if you are not satisfied with our decision.

If we decide that you are liable for all or any part of a loss arising out of Unauthorised Transactions on your Account, we will:

- give you copies of any documents or other evidence we relied upon; and
- advise you whether or not there was any system or equipment malfunction at the time of the transaction.

If we fail to carry out these procedures or cause unreasonable delay, we may be liable for part or the entire amount of the disputed transaction where our failure or delay has prejudiced the outcome of the investigation.

26. Codes of practice

26.1 EFT Code of Conduct

ANZ warrants that it will comply with the EFT Code for all Personal EFT Transactions.

26.2 Code of Banking Practice

Each relevant provision of the Code of Banking Practice will apply to the Service if you are an individual or a Small Business (as defined in the Account Terms and Conditions).

The Account Terms and Conditions include information about:

- account opening procedures;
- our obligations regarding the confidentiality of your information;
- complaint handling procedures (but note that if there is any inconsistency between the Account Terms and Conditions and the provisions of these Conditions of Use in relation to complaints and disputes, these Conditions of Use will prevail);
- bank cheques;
- the advisability of you informing us promptly when you are in financial difficulty; and
- the advisability of you reading all relevant terms and conditions.

27. Notices and electronic communications

27.1 Notices, certificates, consents, approvals and other communications in connection with these Conditions of Use from you must be given using the Service unless:

- otherwise specified in these Conditions of Use; or
- ANZ otherwise determines.

27.2 We may provide you with notices, certificates, consents, approvals and other communications in connection with these Conditions of Use electronically:

- by electronic mail to your nominated electronic address; or
- by making such communications available at Landmark's website using the Service together with electronic mail to your nominated email address, notifying you of the nature of the communication and that fact that it is available for retrieval from our website,

where you have agreed to this by specific positive election, after receiving an explanation of the implications of making such an explanation.

Where communications are made available using the Service, ANZ will provide you with the ability to readily retrieve the information (for example, by providing a link to ANZ's or Landmark's websites).

- You may request a paper copy of a communication given electronically within 6 months of the electronic copy being received or made available.
- A communication is deemed to be received when the communication enters the recipient's designated information system or is capable of being viewed from a recipient's computer and is effective when received even if no person is aware of its receipt.
- For the purposes of notices sent by electronic mail and the Electronic Transactions Act, the server on which the mailbox for the designated address resides is to be taken to be the recipient's designated information system.
- A communication is deemed to be sent from where the sender has their place of business and is deemed to be received where the recipient has their place of business. For the purposes of this clause:
 - if the sender or recipient has more than one place of business, the place of business is the sender's or recipient's principal place of business; and
 - if the sender or recipient does not have a place of business, the place of business is the sender's or recipient's last known residential or mailing address.

28. Governing law

These terms and conditions are governed by the law in force in the place where your Account is domiciled.

In relation to any proceedings about or in connection with your Account, ANZ and you agree to submit to the non-exclusive jurisdiction of the courts that have jurisdiction under that law.

29. Accounts with other entities

You agree that these Conditions of Use including, but not limited to, the terms and conditions with respect to accepting and acting on a User's instruction, the irrevocable nature of such instructions, the allocation of liability and the responsibilities of ANZ (including any releases provided by you) also apply for the benefit of Landmark.

These Conditions of Use apply as at and from 1 March 2010.

For more information, call us on 1800 622 015 (between 8am and 5pm Western Standard Time) or contact your local ANZ Agribusiness Manager.

