

# Statutory Trust Account Terms and Conditions

ANZ BUSINESS BANKING | 11.10



## This document contains terms and conditions for:

- Statutory Trust Account
- ANZ Internet Banking
- ANZ Internet Banking for Business
- ANZ Phone Banking
- BPAY®

**This document must be read in conjunction with the 'ANZ Business Banking Transaction Accounts Fees and Charges' booklet. Together they form your Terms and Conditions for the above products.**

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## References to ANZ

In these Terms and Conditions, 'ANZ' means Australia and New Zealand Banking Group Limited ABN 11 005 357 522.

## Application of these Terms and Conditions

These Terms and Conditions apply to accounts opened under the following statutes (and regulations made under them) as amended, varied, replaced or substituted from time to time:

- Real Estate and Business Agents Act 1978 (WA)
- Land Agents Act 1994 (SA)
- Estate Agents Act 1980 (VIC)
- Property Stock and Business Agents – Act 2002 (NSW)
- Agents Act 2003 (ACT)
- Property Agents and Motor Dealers Act 2000 (QLD)
- Property Agents and Land Transaction Act 2005 (TAS)
- Agents Licensing Act (NT)
- Legal Profession Act 2008 (WA)
- Legal Practitioners Act 1981 (SA)
- Legal Profession Act 2004 (VIC)
- Legal Profession Act 2004 (NSW)
- Legal Profession Act 2006 (ACT)
- Legal Profession Act 2007 (QLD)
- Legal Profession Act 2007 (TAS)
- Trust Accounts Act 1973 (QLD)
- Legal Profession Act (NT)
- Conveyancers Act 1994 (SA)
- Conveyancers Act 2006 (VIC).

In these Terms and Conditions, these accounts are called 'Statutory Trust Accounts' and the particular statute and the regulations made under the statute that applies to your Statutory Trust Account is called the 'Applicable Law'.

If you are opening a new account, these terms and conditions will apply immediately. Other terms and conditions, including those required by any Applicable Law or implied by law, apply. To the extent of any inconsistency, the provisions of the Applicable

Law will prevail and then these terms and conditions shall prevail to the extent permitted by law.

You should read all terms and conditions provided to you and ask ANZ about any issues that concern you.

## Opening a Statutory Trust Account

You can open your Statutory Trust Account at any ANZ branch. To open any account, Federal law requires all account holders and signatories to the account to be identified. One easy way to provide identification is to present your birth certificate, passport or citizenship certificate along with any two of the following forms of identification:

- Driver's Licence
- Credit Card
- Medicare Card
- Electricity, Gas or Rates Notice.

If you do not have a birth certificate, passport, or citizenship certificate, four types of identification are required.

Listed below are the documents and identification you need to bring with you when you open a Statutory Trust Account.

### Companies

- Australian Company Number
- Certificate of Registration of Business Name (if applicable)
- Tax File Number (optional)
- Trust Deed (if applicable)
- Certificate of Incorporation.

### Partnerships

- Partnership Agreement or Deed
- Certificate of Registration of Business Name (if applicable)
- Tax File Number (optional).

ANZ may require additional forms of documentation as well and if so, ANZ will advise you.

## Compliance with Applicable Law

You must ensure that your use and operation of the account and all activities conducted on the account complies with your obligations under Applicable Law. For example, the Applicable Law in certain jurisdictions may not allow you to have electronic banking access to the account.

You agree ANZ may delay, block or refuse to make a payment or allow operations on an account if required by court order or any Applicable Law or any notice or direction issued under any Applicable Law.

## Tax File Numbers

Federal law provides that all accounts earning deposit interest in a tax year may be subject to Tax File Number (TFN) legislation. It is not compulsory for you to provide your TFN. However, if you choose not to do so, ANZ is required to deduct withholding tax from any interest earned unless you are in an exempt category. Withholding tax is calculated at the highest marginal tax rate plus Medicare Levy. ANZ will preserve the confidentiality of your TFN, which can be recorded for all your accounts, in accordance with the Privacy Act.

## Code of Banking Practice

If you are an individual or a small business (as defined in the Code of Banking Practice) ANZ is bound by the Code of Banking Practice when it provides its products and services to you.

## Deposits

You can make deposits to your account:

- in person at any ANZ branch or agency;
- by transferring funds electronically using ANZ Internet Banking, ANZ Internet Banking for Business or ANZ Phone Banking; and
- by arranging an electronic credit via another financial institution.

Deposits may also be made using Fast Deposit Bags and ANZ Fast Deposit Envelopes in ANZ branches (where available). Additional conditions apply if you use Fast Deposit Bags. These conditions are available from any ANZ branch.

The following terms and conditions apply to deposits made using ANZ Fast Deposit Envelopes:

- ANZ Fast Deposit Envelopes can be used to make a deposit to a single ANZ account. Each deposit must be accompanied by a completed deposit slip and one or more cheques drawn on an Australian bank in Australian currency only – no notes/coin, foreign currency or foreign cheques are to be placed in the ANZ Fast Deposit Envelope. No third party cheques are to be placed in the ANZ Fast Deposit Envelope without prior arrangement with ANZ;
- A separate ANZ Fast Deposit Envelope and completed deposit slip must be used for deposits made to each separate account;
- You must follow the directions contained on the ANZ Fast Deposit Envelope, otherwise ANZ may, at its discretion, return the ANZ Fast Deposit Envelope to you without processing or completely processing the deposit;
- You must not place anything flammable, explosive, harmful, noxious or dangerous inside an ANZ Fast Deposit Envelope;
- Once you have followed the directions contained on the ANZ Fast Deposit Envelope, place the sealed envelope into the ANZ Fast Deposit Box located inside the branch (where available);
- ANZ will treat deposits made using ANZ Fast Deposit Envelopes as having been received by ANZ on the same day that you make the deposit providing your ANZ Fast Deposit Envelope is deposited to the ANZ Fast Deposit Box before 4pm Monday to Thursday, or 5pm Friday in the branch where you make the deposit. Otherwise ANZ will treat the deposit as having been received by ANZ on the following day that the branch where you made your deposit is open for business. ANZ will credit your account with effect from the day that ANZ treats the deposit as having been received under this clause (proceeds of cheques and other negotiable instruments will be unavailable until cleared);

- If the amount recorded on a deposit slip accompanying your deposit differs from our calculation of the total value of cheques deposited, ANZ reserves the right to adjust your account to reflect ANZ's calculation. ANZ's calculation will be deemed accurate and conclusive evidence of the value of the cheques deposited;
- ANZ is not responsible to you for:
  - i) any discrepancy between ANZ's calculation and your calculation of the contents of the ANZ Fast Deposit Envelope;
  - ii) any loss or theft from an ANZ Fast Deposit Envelope;
  - iii) any loss or damage which occurs if you have breached your obligations under these conditions of use or act negligently or fraudulently when using ANZ Fast Deposit Envelopes;
  - iv) any delay in acting upon instructions from you which results from the temporary breakdown of, or interruption to, the ANZ Fast Deposit Envelope service, or any other circumstances beyond ANZ's reasonable control;
  - v) any loss or damage (including consequential loss or damage) suffered in relation to the use of, or inability to use, the ANZ Fast Deposit Envelope service, unless the loss or damage is attributable to the negligence or wilful default of ANZ, a breach of a condition or warranty implied at law in contracts for the supply of goods or services which may not be excluded, restricted or modified or only to a limited extent;
- You are liable for, and indemnify ANZ against, any loss or damage ANZ may suffer because you did not observe your obligations under these conditions or acted negligently or fraudulently when using the ANZ Fast Deposit Envelope service;
- It is your responsibility to retain details of all cheques deposited using the ANZ Fast Deposit Envelope service so that in the event of any loss or damage you are able to approach the drawer for a replacement.

## Withdrawals\*

You can withdraw by using cheques.

ANZ may allow you to make withdrawals or debits to your account in other ways. If it does, ANZ can impose further terms and conditions for those withdrawals or debit arrangements.

## Crediting of Withdrawals and Deposits

Generally, any withdrawal, deposit or transfer made on your account via ANZ Phone Banking, ANZ Internet Banking for Business or ANZ Internet Banking will be processed to your account on the same day, before the following times:

- 10pm Melbourne time Monday to Friday (excluding national public holidays) for funds transfers made through ANZ Phone Banking, ANZ Internet Banking for Business or ANZ Internet Banking; and
- 6pm Sydney time on Banking Business Days when using BPAY®.

Any transaction made after these cut-off times may be processed on the following business day or Banking Business Day. A Banking Business Day is a day on which banks in Melbourne or Sydney are able to effect settlement through the Reserve Bank of Australia.

ANZ reserves the right to pay transactions presented for payment in any order that we choose.

## Interest

The amount of interest, the frequency of payment of interest and the body to whom interest is payable is determined by the Applicable Law and any body empowered under the Applicable Law to make such arrangements with ANZ.

\* You will need to ensure the withdrawal channel that you use complies with the applicable legislation for your respective body.

## Fees

Information on all current standard fees and charges, together with fee free thresholds, is contained in the 'ANZ Business Banking Transaction Accounts Fees and Charges' booklet available from any ANZ branch. Fees incurred will be charged monthly, based on the account opening date or such other date as ANZ advises. You must advise ANZ of the account from which fees and charges related to your Statutory Trust Account may be debited and you give ANZ your authority to deduct fees and charges from that account.

ANZ may waive fees under certain conditions. If ANZ fails to collect a fee to which it is entitled, ANZ has not waived its right to collect the fee at a later date with notice to you; or for future transactions of the same nature.

## GST

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

If any supply made under or in connection with this Agreement is subject to GST, the party making the supply ("ANZ") may increase the consideration otherwise provided for by the amount of that GST and recover such additional amount from the party liable for payment of the consideration. This clause does not apply to the extent that the consideration is expressly agreed to be GST inclusive.

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

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

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

## Statements

ANZ will issue statements for your account at least every six months.

ANZ can arrange for statements to be sent to a nominated third party (e.g. your accountant).

## Your Obligations

You must review and reconcile your records in respect of each account held with ANZ within sixty (60) days after you should have received the relevant statement of account (the 'account reconciliation period') and notify ANZ immediately if:

- there has been any alleged omission from, or debits wrongly made to, an account; or
- any unauthorised transaction has been effected in respect of an account.

Except to the extent notified by you pursuant to this clause, all non-ANZ initiated transactions including, but not limited to, cheques, direct debits, periodical payments, telegraphic transfers and electronic transactions ('non-bank transactions') in the statement of account at the end of the account reconciliation period shall be conclusive evidence that they are correct and complete and ANZ shall be free from all claims in respect of such account.

ANZ requires you to take reasonable care and precautions to prevent unauthorised or fraudulent non-bank transactions occurring on your account(s) including, but not limited to:

- a) reconciliation systems and procedures from which you can promptly ascertain whether unauthorised amounts have been debited to your account(s);
- b) regular verification of transactions on your account(s) by suitably qualified and/or experienced people;
- c) unless it is impractical, proper segregation of duties, that is, the person responsible for the matters described in subclauses (a) and (b) is a

person other than that responsible for writing and/or authorising transactions.

If you do not take such steps then subject to any applicable law, you agree that you do not have any right to make a claim against ANZ in respect of unauthorised or fraudulent non-bank transactions.

## Reporting Requirements

The Applicable Law may require ANZ to provide information about your Statutory Trust Account or your operation of the Statutory Trust Account to the body required by the Applicable Law to administer Statutory Trust Accounts in your State or Territory. For more detail about these requirements, you should consult the Applicable Law.

## Authority for Account Operation

At the time of opening your account, you nominate the persons who are authorised to operate the account. ANZ can act at all times on the basis that the authorised operator(s) can act fully and effectively in all dealings, matters and transactions in respect of the account. You are responsible to ANZ for all liability which is incurred as a result of operations on the account. If you hold your account jointly or in partnership with one or more other persons, then each of you is jointly and severally responsible to ANZ for any liability. If you wish to alter the account authorisation instructions, then you must notify ANZ in writing.

## Disruption to Service

When planning transactions, please allow sufficient time. You should bear in mind that occasionally a banking service may be disrupted. A 'disruption' is where a service is temporarily unavailable or where a system or equipment fails to function in a normal or satisfactory manner.

To the maximum extent permitted by law, ANZ will only be liable for loss or damage suffered because of a disruption where that disruption is caused by an event within ANZ's reasonable control. ANZ will not be liable for consequential loss or damage because of such disruption. This disclaimer is in addition to, and does not restrict, any other provision contained in these terms and conditions which limits ANZ liability.

## Inactive Accounts

If you do not operate your account for seven years and there is \$500 or more in your account, ANZ is required by law to send your money to the Government as unclaimed money. While you can reclaim your money at any time, ANZ suggests you operate your account regularly to avoid this inconvenience.

## Notices and Joint Accounts

ANZ can send you notices, statements or other documents by mailing them to any one of the authorised operators at their nominated address shown in ANZ's records.

If ANZ gives these terms and conditions to any of the joint account holders, they will be considered to have been received by all account holders. If an account holder dies, ANZ may in its discretion treat the balance of the account as owned by any surviving account holder(s).

## Account Purpose

Your ANZ business account must be used solely for business purposes. You must not use your ANZ business account for personal purposes or mixed business and personal purposes.

## Change of Name and Address by Signatories

You should notify ANZ in writing as soon as possible of any changes to your account details including the name and address of the account holder, authorised operators or business. ANZ will not be responsible for any errors or losses associated with account changes where ANZ has not received prior notice.

## ANZ's Privacy Notice and Consents – Individuals

When you deal with ANZ, ANZ is likely to collect and use some of your personal information. ANZ explains below when and how ANZ may collect and use your personal information.

"Personal information" means information about an individual. ANZ's disclosure of non-personal information is subject to our general duty of confidentiality towards our customers.

This clause applies to you if you are:

- a personal customer of ANZ or a non-incorporated customer of ANZ (for example, a sole trader or firm) (each a “Customer”); or
- a representative of a Customer (for example, a company director or officer or an authorised signatory) or some other kind of third party relevant to a Customer (for example, an employee or guarantor) (each a “Third Party”).

### Collection of your personal information by ANZ

If you are, or are considering acquiring, or have acquired a product or service from ANZ, it may collect your personal information:

- to assist in providing information about a product or service;
- to consider your request for a product or service;
- to enable ANZ to provide a product or service;
- to tell you about other products or services that may be of interest to you;
- to assist in arrangements with other organisations (such as loyalty partners) in relation to the promotion and provision of a product or service;
- to perform other administrative and operational tasks (including risk management, systems development and testing, credit scoring, staff training, and market or customer satisfaction research);
- to prevent or investigate any fraud or crime (or a suspected fraud or crime); and
- as required by relevant laws, regulations, Codes and external payment systems.

If you are a representative of a Customer or any other type of Third Party, ANZ is collecting your personal information:

- to identify you;
- to consider the Customer’s request for a product or service (including assessing their application);
- to enable ANZ to provide the Customer with the relevant product or service.

### Absence of relevant personal information

If you do not provide some or all of the information requested, ANZ may be unable to:

- provide you with a product or service; or
- if you are a representative of a Customer or any other type of Third Party, to verify your authority to act on the Customer’s behalf or to provide the Customer with the relevant product or service.

### Disclosures by ANZ

Subject to our general duties of confidentiality towards our customers, ANZ may need to disclose your personal information to:

- your referee(s);
- credit reporting or debt collecting agencies;
- an organisation that is in an arrangement or alliance with ANZ for the purpose of promoting or using their respective products or services (and any agents used by that organisation in administering such an arrangement or alliance);
- any service provider ANZ engages to carry out or assist its functions and activities;
- regulatory bodies, government agencies, law enforcement bodies and courts;
- other parties ANZ is authorised or required by law to disclose information to;
- participants in the payments system (including payment organisations and merchants) and other financial institutions (such as banks);
- any person who introduces you to ANZ;
- your authorised agents or your executor, administrator or your legal representative.

### Privacy consents

By acquiring or continuing to hold the product or service from ANZ, you agree that ANZ and each of its related companies (including subsidiaries) (“ANZ companies”) may exchange with each other any information about you for the purposes of:

- providing, managing or administering your product or service;

- performing administrative and operational tasks (including risk management, debt recovery, exposure aggregation, systems development and testing, credit scoring, staff training and market or customer satisfaction research); and
- complying with regulatory requirements and prudential standards; and

you consent to ANZ disclosing any personal information collected by it in the course of your relationship with ANZ to:

- any contractor or service provider ANZ engages to provide services connected with your relationship with ANZ; and
- participants in the payments system (including financial institutions, merchants and payment organisations).

Any contractor, agent or service provider engaged by ANZ is contractually required to only use personal information for ANZ purposes and to keep the information confidential.

#### **Promotion of other products or services**

Until you tell ANZ otherwise, ANZ may use your personal information to promote its products or services or those of its related companies and alliance partners and disclose your personal information to its related companies and alliance partners to enable them or ANZ to market their products or services.

Where you do not want ANZ to tell you about its products or services or those of its related companies or alliance partners, you may withdraw your consent by calling 13 13 14 at any time.

#### **Accessing your personal information held by ANZ**

Subject to the provisions of the Privacy Act, you may access your personal information at any time by asking to do so at any ANZ branch. ANZ may charge you a reasonable fee for access.

If you can show that information about you is not accurate, complete and up to date, ANZ must take reasonable steps to ensure it is accurate, complete and up to date.

#### **Collecting your sensitive information**

ANZ will not collect sensitive information about you, such as health information, without your consent.

#### **Where you supply ANZ with personal information about someone else**

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

## **Authority to Disclose Confidential Information – Non Individuals**

This clause applies to you if you are an incorporated Customer of ANZ.

“Confidential information” means information acquired by ANZ from and concerning you in the course the banker-customer relationship and does not include publicly available information.

By acquiring or continuing to hold the product or service from ANZ, you agree that ANZ and each of its related companies (including subsidiaries) (“ANZ companies”) may exchange with each other any information about you for the purposes of:

- providing, managing or administering your product or service;
- performing administrative and operational tasks (including risk management, debt recovery, exposure aggregation, systems development and testing, credit scoring, staff training and market or customer satisfaction research);
- promotion of products or services; and
- complying with regulatory requirements and prudential standards; and

you authorise ANZ to disclose any confidential information collected by it in the course of your relationship with ANZ to:

- any contractor or service provider ANZ engages to provide services connected with your relationship with ANZ;
- participants in the payments system (including financial institutions, merchants and payment organisations); and

- to its alliance partners to promote their products or services.

Any contractor, agent or service provider engaged by ANZ is contractually required to only use the information for ANZ purposes and to keep the information confidential.

## Closing Your ANZ Account

You or any other authorised person can close your account at any time upon request at the branch where the account is held. Any unused cheque books which solely operate the account must be returned at this time. ANZ will pay you the credit balance plus deposit interest (if any, provided the Applicable Law allows this) applicable at the closing date. Monthly fees will apply and will be charged to your nominated account even if the account has been open for only part of a calendar month. Any uncleared funds will not be released until they are cleared.

If there are any outstanding cheques, the account may only be closed once they have been presented. ANZ reserves the right to return any cheques presented for payment after the account has been closed. If your account is in debit, the balance accrued plus any accrued debit interest will be payable by you to ANZ.

If your account has a nil or debit balance, and there have been no transactions on the account for more than three months, then ANZ may close your account.

ANZ may exercise its discretion to close an account due to unsatisfactory conduct or for any other reason it considers appropriate. In this event, ANZ will notify you in writing at the address shown on our records and will forward a bank cheque for the net credit balance of the account.

## Changes to Fees and Charges, Interest Rates and Terms and Conditions

The table below sets out how and when ANZ will notify you of changes to your account. You agree that ANZ may notify you of certain changes by advertisement in major daily or national newspapers.

ANZ may make the following changes:

	Minimum Number of Days Notice	Method of Notice
Introduce a New Fee or Charge	30 days	In writing
Increase an Existing Fee or Charge	30 days	In writing or by press advertisement
Change the method by which interest is calculated or the frequency with which interest is debited or credited	30 days	In writing
Change the Interest Rate that Applies to Your Account	Day of change	In writing or by press advertisement
Change any other term or condition, the name of interest rates, accounts or publications	Day of change	In writing or by press advertisement

## Cheques

Cheques may only be written in the form supplied by ANZ. The forms may only be issued by the account holder named on the front or by an authorised operator.

<p><b>How Long Does it Take to Clear a Cheque?</b></p>	<p>Usually five to seven working days, however you will generally be able to draw on the funds after three working days.</p> <p>When you pay a cheque into an ANZ Account, ANZ may allow you to draw on the cheque before it has cleared but you will be liable for the amount of the cheque if it is subsequently dishonoured.</p>
<p><b>What Happens to the Original Cheque Once Paid?</b></p>	<p>For cheques drawn on ANZ and paid prior to 1 October 2005, ANZ will keep a copy of the cheque for seven years but will destroy the original.</p> <p>For cheques drawn on ANZ and paid on or after 1 October 2005, ANZ will destroy the original cheque but keep a copy of the cheque for:</p> <ul style="list-style-type: none"> <li>• 13 months, if the cheque amounts to less than \$200; or</li> <li>• seven years, if the cheque amounts to \$200 or more.</li> </ul>
<p><b>What if the Cheque is Dishonoured After I Have Drawn on the Funds?</b></p>	<p>ANZ will debit your account by the amount of the cheque and may also charge you a fee.</p>
<p><b>Special Clearances</b></p>	<p>You can arrange for a cheque to be cleared in less than the usual time by requesting a 'special clearance'. Fees apply to this service.</p>

### 'Crossed' Cheques

A cheque with two parallel lines across it is a crossed cheque. When you cross a cheque, you are telling the bank that the cheque must be paid into an account with a financial institution and not cashed.

### 'Not Negotiable' Cheques

The words 'Not Negotiable' between two parallel lines protects the true owner of a lost or stolen cheque. They ensure that the recipient of a cheque obtains no better rights to the cheque than the person who passed the cheque.

For example, if your cheque has been stolen and passed by the thief to an innocent person, you will be able to recover the amount paid on your cheque from the innocent person (or the thief if they are found) – this is because the thief had no right to the cheque and therefore passed no rights to the innocent person.

You have the option of having 'Not Negotiable' printed on the cheque forms.

### 'Account Payee Only'

If you write these words on a cheque, you are directing the bank collecting the cheque to only pay the cheque into the account of the person named on the cheque.

### 'Or Bearer' and 'Or Order'

These words mean that a bank may pay the cheque to whomever is in possession of the cheque, not only the person named on the cheque. If you delete these words, the cheque becomes an 'or order' cheque.

A cheque payable 'to order' means that if the payee wants to transfer the cheque to another person, they must first sign the back of the cheque. You must delete the words 'or bearer' and replace them with 'or order' to make the cheque an 'or order' cheque.

### Third Party Cheques

If you present a cheque which is payable to someone else or it appears to belong to someone else (third party cheque) ANZ may, in its discretion, refuse to accept that cheque for deposit or refuse to cash it or may require you to comply with some conditions before it will accept that cheque for deposit or cash it.

### Stopping a Cheque

You may stop a cheque that you have written by telling ANZ the following:

- amount of the cheque;
- number and date of cheque; and
- name of payee.

A Stop Payment Fee may apply. If you have lost a cheque you received from someone else, notify that person so they may stop the cheque.

### Tips for Cheque Security

- Don't leave gaps between words
- Begin the amount in words as close as possible to the left hand side and add 'only' to the end of the amount
- Begin the amount in figures as close as possible to the dollar sign
- Never write on a cheque with pencil or erasable ink
- Only sign a cheque when it is filled out
- Always write the amount in words as well as figures
- Check your bank statements regularly to reconcile cheques drawn on your account.

### When may a Cheque be Dishonoured or Payment Refused?

At the bank's discretion, a cheque may be dishonoured or payment refused where:

- there are insufficient funds in the account of the drawer;
- the cheque is unsigned;
- the cheque is more than 15 months old;
- the cheque is future dated;
- the cheque has been materially altered and the alteration has not been signed;
- there is a legal impediment to payment;
- the cheque has been stopped; or
- the paying bank has been notified of the mental incapacity, bankruptcy or death of the drawer.

ANZ may charge a dishonour fee.

### What if I Lose my Cheque Book or my Cheque or it is Stolen?

You should keep your cheques safe at all times. If they are lost or stolen, you must take the following action:

- cheque payable to you – tell the person who wrote the cheque;
- cheque written by you – request ANZ to stop the cheque and tell the person to whom the cheque is payable;
- ANZ cheque book – tell ANZ to put a Stop Payment on the serial numbers. If you subsequently find the cheques, ANZ will require written authorisation from you before the cheques can be paid.

If you don't inform ANZ that your cheque book has been lost or stolen as soon as possible, you may be liable for transactions incurred by you before you notify ANZ, even if they are made without your authority.

## Bank Cheques

Bank cheques are cheques instructing payment from the bank itself rather than from a customer's account. They are designed to provide an alternative to carrying large amounts of cash when a personal cheque is not acceptable. Bank cheques are usually requested because of the higher likelihood that they will be paid. However bank cheques should not be regarded as equivalent to cash.

Bank cheques can be purchased by ANZ and non-ANZ customers and a fee is charged. A bank may dishonour a bank cheque if:

- the bank cheque is forged or counterfeit;
- the bank cheque has been fraudulently and materially altered;
- a fraud or other crime has been committed;
- the bank is told the bank cheque has been lost or stolen;
- there is a court order restraining the bank from paying a bank cheque;
- the bank has not received payment or value for the issue of the bank cheque; or
- if a bank cheque is presented by a person who is not entitled to the cheque proceeds.

If a bank cheque is lost or stolen, ANZ will, on certain conditions, provide a replacement cheque for a fee.

## Overdrawing

Your account must have a credit balance at all times. You should inform ANZ as soon as possible if you are in financial difficulty.

## Law and Jurisdiction

- a) These terms and conditions are governed by the law in force in the place where your account is domiciled.
- b) In relation to any proceedings about or in connection with your account, ANZ and you agree to submit to the nonexclusive jurisdiction of the courts that have jurisdiction under that law.

## Personal Advice on Business Accounts

The advisor who provided you with this advice is a salaried employee of ANZ. In addition to the salary received, the advisor may also be eligible to receive a reward based on their half yearly deposit sales performance. This reward will not exceed \$15,000 per half year per advisor.

The advisor may also be eligible to receive non-monetary benefits (such as books and magazines, goods and services including clothing for babies and children, electrical goods, participation in events, fashion accessories, games and sporting goods, home and garden goods and services, personal grooming, frequent flyer points, travel and gadgets) for meeting or exceeding sales targets. The value of non-monetary benefits received by the advisor is estimated at between \$0 and \$11,000 per half year.

The advisor may also be eligible to receive team-based non-monetary benefits such as team dinners, events and conferences for meeting or exceeding sales targets. The value of non-monetary team-based benefits received by the advisor will not exceed \$1,000 per quarter.

## Anti-Money Laundering and Sanctions

You agree ANZ may delay, block or refuse to process any transaction without incurring any liability if ANZ suspects that:

- (a) the transaction may breach any law in Australia or any other country;
- (b) the transaction may directly or indirectly involve the proceeds of, or be applied for the purposes of, unlawful conduct.

You must provide all information to ANZ which ANZ reasonably requires in order to manage money-laundering or terrorism-financing risk or to comply with any laws in Australia or any other country and you agree that ANZ may disclose any information concerning you to any law enforcement, regulatory agency or court where required by any such law, in Australia or elsewhere.

Unless you have disclosed that you are acting in a trustee capacity or on behalf of another party, you warrant that you are acting on your own behalf in entering into this agreement.

You declare and undertake to ANZ that the payment of monies by ANZ in accordance with your instructions will not breach any laws in Australia or any other country.

## Problem Resolution Procedure

### Making a Complaint

If ANZ makes a mistake, or ANZ's service doesn't meet your expectations, ANZ wants to know.

For the fastest possible resolution to your complaint call ANZ on 1800 805 154 (hearing or speech impaired customers can utilise the TTY (telephone typewriter) service by calling 1300 366 255), or:

- Talk to staff at your local ANZ branch or business centre; or
- Send a letter to ANZ Customer Response Centre via:  
**Mail:** Locked Bag 4050, South Melbourne VIC 3205  
**Email:** YourFeedback@anz.com  
**Fax:** +61 3 9683 9267

Most often ANZ will be able to solve the problem on the spot.

If it can't be resolved promptly ANZ's specialist complaints team, ANZ Customer Response Centre, will take responsibility and work with you to fix the matter quickly. ANZ's aim is to resolve the complaint within 10 working days.

If this is not possible, ANZ will keep you informed on the progress of your matter and how long ANZ expects it will take to resolve your complaint.

### ANZ Customer Advocate

If your complaint isn't resolved to your satisfaction, you can ask to have it reviewed by ANZ's Customer Advocate who will provide a free review of more difficult complaints to help achieve a prompt solution.

### Contact Details

ANZ Customer Advocate  
 Level 13/100 Queen Street  
 Melbourne VIC 3000  
**Tel:** +61 3 9273 6523  
**Email:** customeradvocate@anz.com

### Financial Services Dispute Resolution Schemes

If you are not satisfied with the steps taken by ANZ to resolve the complaint, or with the result of our investigation, you may wish to contact an alternative dispute resolution scheme.

### Financial Ombudsman Service Limited

GPO Box 3  
 Melbourne VIC 3001  
**Tel:** 1300 780 808  
**Fax:** +61 3 9613 6399  
**Internet:** <http://www.fos.org.au>

## Electronic Banking Conditions of Use

This is the standard Electronic Banking Conditions of Use relevant to ANZ Internet Banking and ANZ Internet Banking for Business for Business customers, comprising features such as:

- Access control
- Security Devices
- Direct Debits, and
- File uploads.

Unless the account services are provided or referred to you by ANZ, ANZ does not authorise, promote or endorse the use of account services offered by third parties to access your ANZ accounts (including account aggregation services, such as may be provided by other financial institutions).

### Definitions

**'Activation Code'** means the 7-digit temporary activation number issued to activate the M-Banking or TXT Banking service.

**'Account'** means any business account or loan facility subject to these Electronic Banking Conditions of Use.

**'Account Holder'** means the person or entity who has applied for an Account.

**'ANZ Business Day'** means any day from Monday to Friday on which ANZ is open for business in at least one of its branch locations in Australia.

**'Account Signatory'** means a person who is authorised under an Account Authority from the Account Holder to transact on an Account Holder's Account.

**'Authorised User'** for the purposes of ANZ Internet Banking means a person assigned a permission level in accordance with condition 5(a) and for the purposes of ANZ Internet Banking for Business means a person assigned an access control level in accordance with condition 6(a), being an Administrator, Authoriser or Operator.

**'Banking Business Day'** refers to any day on which banks in Melbourne or Sydney are able to effect settlement through the Reserve Bank of Australia.

**'CRN'** means the Customer Registration Number issued by ANZ to you.

**'Pay Anyone Processing Day'** means any day from Monday to Friday that is not a public holiday in both Melbourne and Sydney.

**'Securemail'** means the electronic messaging system which enables communications to be sent to or from ANZ as part of ANZ Internet Banking and ANZ Internet Banking for Business.

**'Security Device'** means a physical device that generates random numbers which are used to authorise certain actions in ANZ Internet Banking for Business.

**'Security Device Code'** means a number generated by a Security Device or a substitute number provided by ANZ.

**'Telecode'** means the four to seven digit number issued to access ANZ Phone Banking.

### 1. Transaction Limits

- ANZ or another party such as a merchant may limit the amount of any electronic transaction you can make over certain periods (e.g. during any day or in a single transaction).
- ANZ may change any electronic transaction limit or impose new transaction limits by giving you notice. You can find out current electronic transaction limits for your Accounts by calling ANZ on the relevant enquiries number listed at the back of this booklet.

### 2. How You Can Use ANZ Internet Banking and ANZ Internet Banking for Business

You can use ANZ Internet Banking and ANZ Internet Banking for Business to make transactions on your linked Accounts, as set out in your Account terms and conditions. You can also use ANZ Internet Banking and ANZ Internet Banking for Business to purchase and order a range of financial services and products. Details can be found at [www.anz.com](http://www.anz.com)

### 3. Access To and Use of Pay Anyone and International Services

#### 3.1. Obtaining Pay Anyone

- ANZ may place restrictions on the manner in which you are permitted to use Pay Anyone. Limits apply

to the use of Pay Anyone and your limit must be approved by ANZ. The options for the daily Pay Anyone limits are set out at [www.anz.com](http://www.anz.com).

- (b) ANZ may allow you to use a Security Device for certain transactions. You may also be required by ANZ to use a Security Device for certain transactions (including Pay Anyone, International Services, BPAY®, and Direct Debits) for security purposes: see [www.anz.com](http://www.anz.com) for further information. Use of the Security Device will be as set out at [www.anz.com](http://www.anz.com) and in these Electronic Banking Conditions of Use.
- (c) ANZ may reduce your current daily Pay Anyone limit or cancel your Pay Anyone access if:
- ANZ believes that your access to Pay Anyone may cause loss to the Account Holder or to ANZ;
  - You require your password for ANZ Internet Banking or ANZ Internet Banking for Business to be re-set or re-issued;
  - The limit is not applicable to the Accounts linked to your CRN;
  - ANZ changes the options for daily Pay Anyone limits;
  - Your Security Device is faulty, misused, lost or stolen;
  - You deregister your Security Device; or
  - You do not use a Security Device when required to do so by ANZ.

ANZ will provide you with notice of such reduction or cancellation.

- (d) Any outstanding transactions subject to this limit, including future dated transactions, will not be processed by ANZ if they exceed the reduced limit. You will need to re-apply if you wish to reinstate that limit. You (or, in the case of ANZ Internet Banking for Business, your Administrator) can increase or decrease your daily Pay Anyone limit for your Account by applying through ANZ Internet Banking or ANZ Internet Banking for Business. Please allow sufficient time for the change to be made before you attempt to use the higher daily Pay Anyone limit.

### 3.2. Obtaining International Services

- (a) You can apply for International Services after you have been granted Pay Anyone access. The total of all Pay Anyone and International Services transfers (converted into Australian Dollars) on any day cannot exceed your daily Pay Anyone limit. The terms set out above in relation to Pay Anyone also apply to International Services.
- (b) If you apply for ANZ Internet Banking for Business, you may need to re-register for access to International Services after ANZ Internet Banking for Business has been implemented. Access to these International Services will not then be available until the registration process for International Services is completed.

### 4. Authorised User Permission Levels for ANZ Phone Banking and ANZ Internet Banking\*

- (a) Permission Levels (subject to exclusions for all categories set out below these levels):
- **'All Transactions'** – Access every function within ANZ Phone Banking and ANZ Internet Banking for the Account;
  - **'Transaction History Details Only and BPAY®'** – Includes BPAY®, Account balance information, transaction history details, ordering a cheque/ deposit book but excludes transfers between Accounts, direct loan payments, and BPAY® View;
  - **'Deposit and Transaction History Details Only'** – Includes transfers between Accounts, transactions history details, Account balance information and ordering a cheque/deposit book but excludes withdrawals from Accounts, direct loan payments, BPAY® View, and BPAY®;
  - **'Deposit Only'** – Includes transfers between Accounts but excludes withdrawals from Accounts, BPAY®, direct loan payments, BPAY® View, Account balance information, transaction history details and ordering a cheque/deposit book;
  - **'Transaction History Details Only'** – Includes enquiries on past transactions about the Account but excludes all transactions on the Account, transfers between Accounts, direct loan payments, BPAY® View, and BPAY®.

- (b) Only the Account Holder or Account Signatories can select a permission level. The Account Holder or Account Signatories may authorise another person (an 'Authorised User') to operate the Account and that person may have a different permission level to the Account Holder. The Account Holder is responsible for the operation of the Account by the Authorised User within that User's permission level, including proper use and storage of the Authorised User's card and CRN.
- (c) The Account Holder or Account Signatories may cancel or change any permission level by sending a written request or Securemail to ANZ, or calling ANZ on the relevant number listed at the back of this booklet. ANZ may require written confirmation. ANZ may take several days to process this change.
- (d) Authorised Users, regardless of their permission level, cannot access Pay Anyone, International Services, Direct Debits, increase a credit card limit, or use Securemail to change any of the Account Holder's Account or other personal details. However, all Authorised Users can use ANZ Internet Banking to change their own profile, access their own Securemail and select and change their own password.

## 5. Access Control for ANZ Internet Banking for Business

- (a) Provided the relevant Account Holder has approved access, an Authorised User may link one or more Accounts to ANZ Internet Banking for Business. These Accounts may be for the same Account Holder and/or for other related/unrelated Account Holders.
- (b) Access control is subject to approval by ANZ and any requirements and restrictions set out in the Account authority. An Account Holder may authorise another person to operate an Account and that person may be appointed as an Administrator, Authoriser or Operator. These Authorised Users will be able to perform basic functions as follows.

	Admin	Authoriser	Operator
Approve transactions (eg, Pay Anyone, International Services, BPAY®, Direct Debits, transfers between Accounts)	✓	✓	X
Setting up transactions (but not approving transactions)	✓	✓	✓
Account enquiries (eg, balance and transaction details)	✓	✓	✓
Administrative functions for all Authorised Users	✓	X	X
Setting up and managing Operators	✓	X	X
Register for and manage Pay Anyone, International Services, BPAY® View Bills and E*TRADE access	✓	X	X
Administrative functions for self	✓	✓	X

A full list of functions each Authorised User can perform is located at [www.anz.com](http://www.anz.com)

- (c) The Account Holder is responsible for the operation of the Account by Authorised Users, including proper use and storage of an Authorised User's Security Devices, CRNs and Security Device Codes. The Account Holder is responsible for providing a copy of these Electronic Banking Conditions of Use to Authorised Users (if appropriate).
- (d) The Account Holder may cancel or change Administrator or Authoriser access by sending a written request to ANZ. ANZ may take several days to process this request. Administrators may cancel Operator access.
- (e) All Pay Anyone Payee details (saved in your Pay Anyone Payees List and Payroll Payment Employee List) as well as BPAY® details saved by any Authorised User of your ANZ Internet Banking for Business facility will be viewed and available to all Authorised Users of your ANZ Internet Banking for Business facility. Therefore, to ensure access is controlled, you should only save Payee and/or BPAY® details relating to your business in ANZ Internet Banking for Business. Payee or BPAY® details relating to personal, family or household affairs should not be saved in ANZ Internet Banking for Business.

## 6. Processing Instructions – General

- (a) The Account Holder authorises ANZ to act on the instructions you enter into electronic equipment. Any electronic transaction made by you cannot be cancelled, altered or changed by you unless allowed by the applicable terms and conditions.
- (b) ANZ may delay acting on or may ask you for further information before acting on an instruction. Where ANZ has instructions for more than one payment from your Account, ANZ will determine the order of priority in which payments are made.
- (c) If you make a deposit of funds to an Account by making an electronic transaction and there is a difference between the amount recorded as having been deposited and the amount ANZ receives, the Account Holder will be notified of the difference as soon as possible and will be advised of the actual amount which has been credited to the Account.

- (d) ANZ is not liable for the refusal of any merchant to accept an electronic transaction and, to the extent permitted by law, is not responsible for the goods and services supplied by a merchant.
- (e) An immediate transfer, Pay Anyone, International Services, BPAY® or Direct Debit transaction cannot be revoked or stopped once ANZ receives your instruction. Future dated transfer, Pay Anyone, International Services, BPAY® or Direct Debit instructions can only be revoked or changed if instructions to delete the transaction are given to ANZ through ANZ Internet Banking or ANZ Internet Banking for Business before midnight Sydney time on the ANZ Business Day (or, for Pay Anyone, the Pay Anyone Processing Day) before the transaction is scheduled to occur. After this time, the instruction cannot be revoked.

## 7. Processing Instructions – ANZ Phone Banking, ANZ Internet Banking and ANZ Internet Banking for Business

- (a) Any ANZ Phone Banking, ANZ Internet Banking or ANZ Internet Banking for Business transaction (other than a BPAY®) will generally be processed to your Account on the same day ANZ receives your instructions, if given before 10pm Melbourne time Monday to Friday (except national public holidays). Any transaction made after this time may be processed on the following ANZ Business Day.
- (b) Account information accessed using ANZ Phone Banking, ANZ Internet Banking or ANZ Internet Banking for Business will generally reflect the position of the Account at that time, except for transactions not yet processed by ANZ (including uncleared cheques and unprocessed credit card transactions) or cleared cheques and Direct Debits processed by ANZ that day.

## 8. Processing Instructions – Pay Anyone, International Services and Direct Debits

- (a) ANZ will generally process Pay Anyone instructions:
- For immediate Pay Anyone or international transfers or Direct Debits, on the day the instruction is given, if ANZ receives the instruction before 6pm Melbourne time on a Pay Anyone Processing Day;

- For future dated transfers, on the relevant future day you select if it is a Pay Anyone Processing Day (or if it is not, on the Pay Anyone Processing Day after that day).
- (b) Instructions you give will be delivered to the payee's or payer's financial institution on the day that ANZ processes them except where:
- ANZ is not obliged to process your instructions;
  - There is a technical failure;
  - There is a delay or error in accepting the instructions caused by the financial institution to which the transfer is to be made to or from; or
  - The instructions are for a transfer by way of an international draft or telegraphic draft.
- (c) Where your instruction is for a transfer by way of ANZ issuing an international draft:
- ANZ will send the draft by post to the delivery address notified by you;
  - You acknowledge that it is your responsibility to forward the draft to the intended recipient.
- (d) ANZ cannot control (and is not responsible for) when, or if, the payee's or payer's financial institution processes your instructions or the fees that financial institutions may charge to process your instructions.
- (e) Once ANZ processes your transfer or Direct Debit instruction, ANZ is reliant on the payee's financial institution to advise whether your instructions have been successfully processed. If a payee's financial institution advises that your transfer instruction has not been successful, it may take a number of weeks, depending on the financial institution, to reverse the relevant withdrawal from your linked Account. Your terms and conditions for Direct Debits outline your rights and responsibilities regarding Direct Debits.
- ## 9. Processing Instructions – BPAY®
- (a) ANZ is a member of the BPAY® Scheme. This is an electronic payments scheme through which ANZ can be asked to make payments on your behalf to billers. ANZ will tell you if it ceases to be a member of the BPAY® Scheme. For the purposes of the BPAY® Scheme, ANZ may also be a biller.
- (b) You must comply with the terms and conditions for the Account which you ask ANZ to debit a BPAY® (to the extent that those terms are not inconsistent with or expressly overridden by these Electronic Banking Conditions of Use).
- (c) To make a BPAY® the following information must be given to ANZ:
- Your CRN and password and Security Device Code (if appropriate) or Telecode;
  - The biller code from the bill;
  - Your customer reference number (e.g. your account number) with that biller;
  - The amount you want to pay; and
  - The Account from which you want the payment to be made.
- (d) Once this information is provided, ANZ will treat your instructions as valid and will debit the relevant Account. ANZ will not be obliged to effect a BPAY® instruction if it is not made in accordance with these Electronic Banking Conditions of Use or if the information given is incomplete and/or inaccurate.
- (e) Limits apply to your use of BPAY® on both a per transaction and daily limit (per CRN) basis. Separate daily limits apply for BPAY® Tax Payments, independent of the general BPAY® limits. For more information on available limits see [www.anz.com](http://www.anz.com)
- (f) Subject to the 'Processing Instructions' conditions set out above:
- Any BPAY® made by you will be processed on the day you tell ANZ to make that BPAY®, if ANZ receives your instructions before 6pm Sydney time on a Banking Business Day (ANZ's cut-off time);
  - BPAY® instructions received after 6pm Sydney time on a Banking Business Day, or on a day that is not a Banking Business Day, will be processed on the next Banking Business Day.
- (g) A delay may occur in processing a BPAY® where:
- There is a public or bank holiday on the day after you tell ANZ to make a BPAY®;
  - You tell ANZ to make a BPAY® after ANZ's cut-off time; or

- Another participant in the BPAY® Scheme, such as another financial institution or a biller does not process a payment as soon as it receives details of the payment or does not otherwise comply with its obligations under the BPAY® Scheme.
- (h) While it is expected that any such delay will not continue for more than one Banking Business Day, it may continue for a longer period.
- (i) ANZ will attempt to ensure a BPAY® is processed promptly by billers and other participants in the BPAY® Scheme.
- (j) You should check your Account records carefully and tell ANZ as soon as possible if you become aware of:
- A BPAY® which has been made from your linked Account which was not authorised;
  - The possibility that you have been fraudulently induced to make a BPAY®; or
  - Any delay or mistake in processing of your BPAY®.
- (k) If ANZ is advised by a biller that it cannot process your BPAY®, ANZ will:
- Advise you of this;
  - Credit your Account with the amount of that BPAY®; and
  - Tell you how ANZ can assist you, if possible, in making the payment as soon as possible.
- (l) You are not authorised to give a biller code to any person in order to receive payments owing to you. Biller codes may only be used by authorised billers to receive payment of bills issued by that biller. The terms and conditions of use of BPAY® will not apply to any use by you of biller codes in this way.

## 10. Security Device Validity

Your Security Device remains ANZ's property at all times. The Security Device must be registered in the manner specified by ANZ. You must, and you must ensure that your authorised Administrators and Authorisers, return the Security Device to ANZ immediately if requested by ANZ, if the relevant Security Device is deregistered, if ANZ Internet Banking for Business access is cancelled, or if ANZ cancels your right to use the Security Device. You should post the Security Device to the address indicated on [www.anz.com](http://www.anz.com)

## 11. Lost or Stolen Password or Telecode

- (a) If you report that a Security Device has been lost or stolen the Security Device will be cancelled as soon as the report is made. You must not use the Security Device once the report is made. If you recover the lost or stolen Security Device you must immediately return it to ANZ by posting it to the address indicated on [www.anz.com](http://www.anz.com)
- (b) You must make a report to ANZ (and the relevant third party, if a third party issued the username or password to you) immediately after you become aware or suspect that your password, username, CRN, Telecode or Security Device Code is disclosed or used without your authority, or lost. You must not then continue to use your password, username, CRN, Telecode or Security Device Code. ANZ will cancel it and arrange for you to select a new username, password or Telecode or to be provided with a new CRN or Security Device Code.
- (c) The best way to make the report is to call ANZ on the telephone numbers listed at the back of this booklet. If ANZ's telephone reporting service is unavailable, you must report the loss, theft or misuse to any ANZ branch. Your Account terms and conditions outline how you can make a report if ANZ's telephone reporting service is unavailable or you are overseas.

## 12. Cancellation of Security Devices or Electronic Access

- (a) ANZ may cancel or limit any Security Device, CRN or electronic access:
- Without prior notice if:
    - ANZ believes that use of the Security Device or electronic access may cause loss to the Account Holder or to ANZ;
    - The Account is an inactive account;
    - All the Accounts which the Security Device relates to have been closed;
    - The Account has been overdrawn, or you have exceeded your agreed credit limit;
    - The account or your use of the account is otherwise out of order; or
  - On giving you not less than three months written notice.

- (b) ANZ may also at any time suspend your right to participate in the ANZ BPAY® Scheme.
- (c) The Account Holder or Account Signatories may cancel a Security Device at any time by advising ANZ on the number at the back of this booklet. The Security Device must then be immediately returned to ANZ by posting it to the address indicated on [www.anz.com](http://www.anz.com). ANZ may limit your access to certain functions (eg, Pay Anyone) if you do not have a Security Device.
- (d) You can request ANZ to deregister you from ANZ Internet Banking or ANZ Internet Banking for Business at any time by Securemail or by calling the relevant number listed at the back of this booklet.
- (e) ANZ may cancel or limit your ANZ Internet Banking or ANZ Internet Banking for Business access, including removing access to some or all of the Accounts from your CRN.

### 13. Withdrawal of Electronic Access

- (a) ANZ may withdraw your electronic access to Accounts (including by BPAY®) without prior notice if:
  - Electronic equipment malfunctions or is otherwise unavailable for use;
  - Any one of the Accounts is overdrawn or will become overdrawn, or is otherwise considered out of order by ANZ;
  - ANZ believes your access to Accounts through electronic equipment may cause loss to the Account Holder or to ANZ;
  - ANZ believes that the quality or security of your electronic access process or ANZ's systems may have been compromised;
  - All the Accounts which you may access using ANZ Phone Banking, ANZ Internet Banking or ANZ Internet Banking for Business have been closed or are inactive; or
  - ANZ suspects you of being fraudulent or engaging in inappropriate behaviour; unless this is prohibited by law.
- (b) ANZ may at any time change the types of Accounts that may be operated, or the types of electronic transactions that may be made through particular electronic equipment.

### 14. Password, Telecode and Security Device Security

- (a) You must keep your password, Telecode, Security Device and Security Device Codes 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 Telecode which has sequential numbers, for example, '12345' or where all numbers are the same, for example, '11111'. If you do, you may be liable for any loss suffered from an unauthorised transaction.
- (b) You must not:
  - Disclose your password or Telecode to any other person;
  - Allow any person access to your Security Device or any Security Device Code;
  - Allow any other person to see you entering, or overhear you providing, your password, Telecode or Security Device Code;
  - Record your password or Telecode on your Security Device or on any article carried with or placed near your Security Device that is liable to loss, theft or abuse at the same time as your Security Device (unless your password or Telecode is reasonably disguised).

**Warning:** You should avoid accessing ANZ Phone Banking through telephone services which record numbers dialled – for example hotels which do this for billing purposes. In these situations you should obtain access to ANZ Phone Banking through an ANZ customer service operator.

- (c) To assist you, ANZ may publish security guidelines.

### 15. Unauthorised Transactions

These terms relating to unauthorised transactions do not apply to the ANZ Direct Debit Service. The terms relating to liability for Direct Debits are set out in the terms and conditions for ANZ Direct Debits.

#### 15.1. When ANZ is Liable

ANZ will be liable for losses incurred by the Account Holder that:

- Are caused by the fraudulent or negligent conduct of ANZ's employees or agents or companies involved in networking arrangements or of merchants or their agents or employees;

- Relate to any forged, faulty, expired or cancelled part of the electronic access process;
- Arise from transactions that require the use of any password, Telecode or Security Device that occur before you have received or selected the password, Telecode or Security Device (including a reissued password, Telecode or Security Device);
- Result from the same electronic transaction being incorrectly debited a second or more subsequent time to the same Account;
- Result from an unauthorised transaction that occurs after you have notified ANZ that any Security Device has been misused, lost or stolen or that the security of your password, Telecode, Security Device or a Security Device Code has been breached; or
- Result from an unauthorised transaction if it is clear that you have not contributed to the losses.

### 15.2. When the Account Holder is Liable

- (a) If ANZ can prove on the balance of probability that you contributed to the loss arising from the unauthorised transaction:
- For Business Customers only, by failing to comply with 'Your Obligations' as detailed earlier in these Terms and Conditions;
  - Through your fraud;
  - Subject to the terms of any account services provided or referred to you by ANZ, by voluntarily disclosing a password, Telecode or Security Device Code to anyone, or by giving your Security Device to anyone, including a family member or friend;
  - By keeping a record of the password, Telecode or a Security Device Code (without making any reasonable attempt to disguise it):
    - On the Security Device or with the CRN;
    - On any article carried with the Security Device or the CRN; or
    - Which may be lost or stolen at the same time as the Security Device or CRN;
  - By using your birth date or an alphabetic code which is a recognisable part of your name as a password or Telecode; or

- By otherwise acting with extreme carelessness in failing to protect the security of your password, Telecode, Security Device or a Security Device Code;

the Account Holder is liable for the actual losses which occur before ANZ is notified of the loss or disclosure of your password, Telecode or Security Device.

- (b) Where you must use more than one of your passwords, Telecodes or Security Device Codes to perform an ANZ Internet Banking or ANZ Internet Banking for Business transaction, and you voluntarily disclose, or keep a record of, one or more of them (but not all of them) the Account Holder will only be liable under this clause if the disclosure or record was the dominant contributing cause of the losses.
- (c) If, after you become aware of the loss, theft or breach of the security of your password, Telecode, Security Device Code or Security Device, you unreasonably delay notifying ANZ, the Account Holder will be liable for losses incurred between:
- The time you first became aware of any of the events described above, or in the case of loss or theft of a Security Device, should reasonably have become aware of the loss or theft; and
  - The time ANZ is actually notified of the relevant event.
- (d) However, you are not liable for any loss:
- Which, over a set period of time, is greater than the transaction limit for that period;
  - Caused by overdrawing your Account or exceeding any agreed credit limit;
  - Where ANZ has agreed the Account could not be accessed electronically; or
  - As a result of conduct that ANZ expressly authorised you to engage in, or losses incurred as a result of you disclosing, recording or storing a password, Telecode or Security Device Code in a way that is required or recommended by ANZ for the purposes of you using an account access service expressly or impliedly promoted, endorsed or authorised by ANZ.

(e) If it is not clear whether you have contributed to the loss caused by an unauthorised transaction and where a password, Telecode or Security Device Code was required to perform the unauthorised transaction, the Account Holder is liable for the least of:

- \$150 (unless the Account is used for business purposes); or
- The actual loss at the time ANZ is notified of the loss, theft or unauthorised use of the Security Device or that the security of the password, Telecode or Security Device Code has been breached (but not any loss incurred on any one day\* if the amount is greater than the daily\* transaction limit or other periodic transaction limit (if any)); or
- The balance of the Account, including any prearranged credit from which value was transferred in the unauthorised transaction.

## 16. Equipment Malfunction

- (a) ANZ is responsible to the Account Holder for any loss caused by the failure of equipment to complete a transaction that was accepted in accordance with your instructions.
- (b) However, if you were aware or should have been aware that the equipment was unavailable for use or malfunctioning, ANZ's responsibility will be limited to correcting errors in the Account and refunding any charges or fees imposed as a result.
- (c) You are responsible for the accuracy and completeness of the content that you enter into or upload to ANZ Internet Banking and ANZ Internet Banking for Business. ANZ is not responsible for any inaccuracy or incompleteness in the entering or uploading of information by you. ANZ's records of the information and data that was uploaded will be determinative and final.
- (d) You are solely responsible for the personal computer anti-virus and personal computer security measures for all computers used by you, and those used by any Authorised User, to help prevent unauthorised access via ANZ Internet Banking or ANZ Internet Banking for Business to your transactions and linked Accounts.

## 17. Access to Other Services

You may use ANZ Internet Banking or ANZ Internet Banking for Business to access other ANZ services, such as the ANZ Direct Debit service. If there is any inconsistency between the terms and conditions set out in these Electronic Banking Conditions of Use and your agreement for that other service, the terms of the agreement for that other service prevail when using ANZ Internet Banking or ANZ Internet Banking for Business to access or use that other service.

## 18. Liability Under the BPAY® Scheme

### 18.1. General

You should note that:

- If you advise ANZ that a BPAY® made from a linked Account is unauthorised, you should first give ANZ your written consent to obtain from the biller information about your linked Account with that biller or the BPAY® payment (including your CRN), as ANZ reasonably requires to investigate the BPAY®. This should be addressed to the biller who received the BPAY®. If you do not do this, the biller may not be permitted by law to disclose to ANZ the information ANZ needs to investigate or rectify that BPAY® payment;
- If you discover that the amount you instructed ANZ to pay was less than the amount you needed to pay, you can make another BPAY® for the shortfall. If you cannot make another BPAY® for the shortfall because the shortfall amount is less than the minimum amount the biller will accept, you can ask ANZ to arrange for a reversal of the initial payment. You can then make a second payment for the correct amount. If you discover that the amount you instructed ANZ to pay was more than the amount you needed to pay, you can ask ANZ to request a reversal of the initial payment from the biller on your behalf, and if this occurs, you can make a second payment for the correct amount.

### 18.2. ANZ's Liability

- (a) Where you use your Account for personal purposes, ANZ's liability under the BPAY® Scheme is as set out under 'Unauthorised Transactions'.
- (b) Where you use your Account for business purposes, ANZ will not be liable to you under the BPAY® Scheme except in the circumstances set out in this clause.

\* A day begins at 12.00.01am (Melbourne time) and ends at 12.00.00am (Melbourne time) on the same day. If you are not in the same time zone as Melbourne, please check <http://www.australia.gov.au>.

### 18.3. BPAY® Payments

Except where a BPAY® payment is an Unauthorised Payment, a Fraudulent Payment or a Mistaken Payment, BPAY® payments are irrevocable. No refunds will be provided through the BPAY® Scheme where you have a dispute with the biller about any goods or services you may have agreed to acquire from the biller. Any dispute must be resolved with the biller.

### 18.4. Unauthorised Payments

If a BPAY® is made in accordance with a payment direction, which appeared to ANZ to be from you or on your behalf, but which you did not in fact authorise, ANZ will credit your Account with the amount of that unauthorised payment. However, you must pay ANZ the amount of that payment if:

- ANZ cannot recover the amount from the person who received it within 20 Banking Business Days of ANZ attempting to do so; and
- The payment was made as a result of a payment direction which did not comply with ANZ's prescribed security procedures.

### 18.5. Fraudulent Payments

If a BPAY® is induced by the fraud of a person involved in the BPAY® Scheme, then that person should refund you the amount of the fraud-induced payment. However, if that person does not refund you that amount, you must bear the loss unless some other person involved in the BPAY® Scheme 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.

### 18.6. Mistaken Payments

(a) If you discover that a BPAY® has been 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 were responsible for a mistake resulting in that payment and ANZ cannot recover the amount of that payment from the person who received it within 20 Banking Business Days of ANZ attempting to do so, you must pay that amount to ANZ.

(b) You acknowledge that the receipt by a biller of a mistaken or erroneous payment does not or will not, under any circumstances, constitute part or whole satisfaction of any underlying debt owed between you and that biller.

### 18.7. Consequential Loss

ANZ is not liable for any consequential loss or damage you suffer as a result of using the BPAY® Scheme, other than due to any loss or damage you suffer due to ANZ's negligence or in relation to any breach of a condition or warranty implied by law in contracts for the supply of goods and services and which may not be excluded, restricted or modified at all or only to a limited extent.

### 19. Indemnity

To the extent permitted by law, you indemnify ANZ against any loss or damage ANZ may suffer due to any claim, demand or action of any kind brought against ANZ arising directly or indirectly because you:

- Did not observe your obligations under; or
- Acted negligently or fraudulently in connection with, these Electronic Banking Conditions of Use.

### 20. Precedence of Terms

If there is any inconsistency between the terms and conditions set out in the Electronic Banking Conditions of Use and your Account terms and conditions, the Account terms and conditions prevail.

For the avoidance of doubt, these Electronic Banking Conditions of Use apply when you access your personal accounts via ANZ Internet Banking for Business. However, your personal accounts will still be governed by the Electronic Banking Conditions of Use set out in the Terms and Conditions documents which apply to those personal accounts when you access your personal accounts via ANZ Internet Banking or ANZ Phone Banking.

## 21. Changes to the Electronic Banking Conditions of Use

ANZ can change the Electronic Banking Conditions of Use at any time. ANZ will give you 20 days prior written notice of any changes which:

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

## Contact Details

### Postal addresses

ANZ Business Banking  
Speak to your ANZ Manager or call  
1800 801 485 (8am – 8pm Mon-Fri) AEST

ANZ Cards  
Locked Bag No.10  
Collins Street West Post Office  
Melbourne VIC 8007

ANZ Personal Banking  
Contact your nearest branch

ANZ Margin Lending  
GPO Box 4338  
Melbourne VIC 3001

ANZ Trustees (V2 PLUS Service Centre)  
GPO Box 4028 Sydney NSW 2001 or  
GPO Box 389D Melbourne VIC 3001.

### Customer Enquiries

ANZ Cards  
13 22 73

ANZ Internet Banking  
13 33 50  
+ 61 3 9643 8833 (International customers)

ANZ Personal Banking  
13 13 14

ANZ Margin Lending  
1800 639 330

ANZ Trustees (V2 PLUS Service Centre)  
13 28 33

### Lost or Stolen Cards, Suspected Unauthorised Transactions or Divulged Passwords

1800 033 844 or  
+ 61 3 9683 7047 (International customers)  
(24 hours, 7 days a week).

### Lost, Stolen or Divulged Passwords

For passwords used on-line and ANZ Security Devices,  
call 1800 269 242

For all other passwords, call 1800 033 844  
(24 hours, 7 days a week)  
+ 61 3 9683 7047 (International customers).

Notes

Notes

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