

ANZ Commercial Card

TERMS AND CONDITIONS | 06.10

ANZ Corporate Card

ANZ Visa Purchasing Card

ANZ Business One



Containing Terms and Conditions for:

- **Facility Terms and Conditions**
- **Electronic Banking Conditions of Use**
- **ANZ Commercial Card Company Liability Insurance**
- **ANZ Commercial Card Transit Accident Insurance**
- **ANZ Business One Bonus Partner Terms and Conditions**
- **ANZ Business One Reward Terms and Conditions**
- **ANZ Business One Cash Rewards Terms and Conditions**

Postal Addresses

ANZ Consumer Finance:

Locked Bag No.10

Collins Street West Post Office

Melbourne, Victoria 8007

Payments:

PO Box 607

Melbourne, Vic 3001

Customer Enquiries

ANZ Cards

1800 032 481

Lost or stolen cards, suspected unauthorised
Transactions or divulged PINs

1800 033 844; or

Melbourne (03) 9683 7047

(24 hours a day)

Lost, stolen or divulged passwords

For passwords used on-line, call 13 33 50

For all other passwords, call 1800 033 844

(24 hours a day).

Table of Contents

ANZ Commercial Card Terms and Conditions

Part A: Facility Terms and Conditions	7
Definitions	7
1. Use of the Facility and Commercial Card	10
2. Commercial Card Issue and Acceptance	10
2.1 Account Opening Procedures	11
3. Cardholders	11
4. Commercial Card Delivery	12
5. Commercial Cards Belong to ANZ	12
6. Electronic Access	12
6.1 Electronic access	12
6.2 PIN selection	12
6.3 Conditions of use	13
6.4 Daily withdrawal limit	13
6.5 Liability of Principal	14
7. Facility Limit	14
8. Liability of the Principal for Credit	14
9. Statement of Account	15
10. Anti Money Laundering and Sanctions	15
11. Payment by the Principal	17
11.1 ANZ Business One	18
12. Payment to a Cardholder Account	19
13. Bank Fees and Charges	20
14. Interest	21
14.1 ANZ Corporate Card and ANZ Visa Purchasing Card	21
14.2 ANZ Business One	21
15. Government Duties	25
16. Amounts that may be included in the purchase price	25
17. Use of the Commercial Card Outside Australia	25
18. Variation of the Commercial Card Limit or Spend Cap	25
19. Unauthorised Transactions	26
19.1 Commercial Card or Commercial Card details only	26

19.2 Commercial Card and PIN	27
19.3 Reversing a Transaction	27
19.4 Time limits for reversing a Transaction	27
19.5 Verified by Visa Transactions	27
20. Error or dispute resolution	28
21. Commercial Card Cancellation by ANZ	29
22. Commercial Card Cancellation by the Principal	29
23. Termination of the ANZ Commercial Card Facility	30
23.1 Cancellation by ANZ	30
23.2 Cancellation by the Principal	30
23.3 Principal's liability upon termination of the ANZ Commercial Card Facility	30
24. Communication with the Cardholder	31
24.1 Principal responsible for communication with the Cardholder	31
24.2 When ANZ may communicate with a Cardholder	32
25. Variation of Terms and Conditions	32
26. Security	32
27. Joint and Several Liability	32
28. Code of Banking Practice	32
29. Financial Difficulty	33
30. Transaction Amount and Merchant Controls	33
30.1 Transaction amount controls	33
30.2 Merchant controls	33
31. Monitoring of Telephone Enquiries and Transactions	34
32. Inactive accounts	34
33. Use of Name and Logo	34
34. Governing Laws	34
35. Default	35
36. Promotional Plans terms and conditions	35
37. Chip	35
38. ANZ's rights to combine accounts	35
39. Force Majeure	36
40. Transfer of ANZ's rights	36

Part B: Electronic Banking Conditions of Use	36
Definitions	37
ANZ Commercial Card Company Liability Insurance	52
ANZ Commercial Card Transit Accident Insurance	59
Amendment or Termination of the Policy	66
ANZ Business One Bonus Partner Terms and Conditions	67
ANZ Business One Cash Rewards Terms & Conditions	81

Except where otherwise stated, these Terms and Conditions govern the operation of an ANZ Corporate Card Facility, ANZ Visa Purchasing Card Facility and ANZ Business One Facility ('Facility Terms and Conditions').

Read your product disclosure material

ANZ recommends the Principal and any Cardholder read all relevant product disclosure material and that the Principal or Cardholder ask ANZ about any issues or concerns.

Part A

Facility Terms and Conditions

Definitions

In these Facility Terms and Conditions:

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

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

'ANZ Commercial Card Facility' means an ANZ Corporate Card Facility, or the ANZ Visa Purchasing Card Facility or the ANZ Business One Facility as applicable;

'Balance Transfer' means where the funds are credited to another credit, charge or store card account held by the Principal or third party which is not an ANZ account. Balance Transfers must be processed into a card but can only be authorised by an Authorised Signatory or director;

'Buy Now Pay Later plan' means a promotional offer that requires no repayment and no interest is charged during the deferment period on a Transaction or set amount;

'Cardholder' means a person to whom a Card is issued at the request of the Principal and who is authorised to transact on the Principal's Billing account. This may include, but is not limited to, employees, contractors or consultants of the Principal;

'Cardholder Account' means the account of each person who has been nominated by the Principal and issued with a Card on the Principal's Billing Account;

'Cash Advance' means a debit to an account (whether or not the account is in debit or credit);

- which results in a Cardholder receiving actual cash (whether at a branch or via electronic equipment or by other means);
- where the funds are used to purchase "cash equivalent" items such as gambling chips and travellers' cheques;
- where the funds are used to pay a bill at a bank branch or via an approved agent of the biller (for example, when funds are used to pay tertiary fees or utility bills);
- where funds are used to make payment to a person who does not accept credit payments from a credit or charge card account. This may include payments through the BPAY® Scheme, ANZ Internet Banking or ANZ Phone Banking; or
- where the funds are credited to another account held by the Cardholder, the Principal or another third party with ANZ or another financial institution;

'Closing Balance' means the total outstanding balance of the account as at the close of the period of the Statement of Account;

'Closing Balance less Instalment Plan and Buy Now Pay Later plan balances' means the 'Closing Balance' less any repayments on 'Buy Now Pay Later plans' and on 'Instalment Plans' not yet due;

'Commercial Card' means a card issued by ANZ to a Cardholder at the request of the Principal for the purposes of operating the Principal's ANZ Corporate Card account or an ANZ Visa Purchasing Card account or an ANZ Business One account or any other card account which ANZ may advise, from time to time, as being subject to these Facility Terms and Conditions;

'Facility Limit' means the aggregate Facility Limit approved by ANZ applicable to the Principal's Billing Account;

'Funds Transfer' means where the funds are credited to any other account held by the Principal or a third party with ANZ or another financial institution;

'Instalment Plan' means a promotional offer that sets a fixed monthly instalment (payment) on an agreed amount for a specified period. This instalment forms

part of the 'Minimum Amount Due' as shown on the Statement of Account;

'*Overdue Amount*' means any 'Minimum Amount Due' that remains unpaid from a previous Statement of Account;

'*PIN*' means personal identification number which is the code of numbers or letters that a cardholder uses with a Card through an electronic terminal and includes an action number;

'*Principal*' means the entity who has applied for an ANZ Commercial Card Facility subject to these ANZ Commercial Card Facility Terms and Conditions;

'*Principal's Billing Account*' means either the Principal's ANZ Corporate Card Billing Account or ANZ Visa Purchasing Card Billing Account or ANZ Business One Billing Account as applicable;

'*Promotional Plan*' means a plan which may include:

- alternative interest rate(s) or no interest that applies to certain Transactions; or
- any other special terms including a 'Buy Now Pay Later plan' and 'Instalment Plan' for a defined period of time which ANZ may apply from time to time to a category of Transactions.

ANZ will inform the Principal of terms and conditions of the Promotional Plan(s) applicable on the Principal's account;

'*Spend Cap*' means:

- the limit of a Cardholder Account, nominated by the Principal, on an ANZ Business One Facility in each monthly statement cycle; and
- the limit can be designated as unlimited, provided the Facility Limit is not exceeded, for example, additional payments may be made to either a Principal's Billing Account or a Cardholder Account to enable further Transactions to be processed whilst not exceeding the Facility Limit;

'*Transaction*' means any purchase, deposit, Cash Advance, Balance Transfer or Funds Transfer;

'*Unauthorised Transaction*' means a Transaction which has been processed to the Cardholder Account but was not authorised in any way by either the Principal and/or the Cardholder and/or was outside the Cardholder's authority to transact; and

'you' means the Principal, and where relevant, also means the Cardholder.

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1. Use of the Facility and Commercial Card

This ANZ Commercial Card Facility and each card issued for use with the ANZ Commercial Card Facility must be used wholly or predominantly for business purposes and not for private or domestic purposes.

You must not use your Commercial Card or ANZ Commercial Card Facility for any unlawful purpose, including the purchase of goods or services prohibited by the laws of the jurisdiction you are in.

2. Commercial Card Issue and Acceptance

A Commercial Card will only be issued to a Cardholder pursuant to a written request by the Principal or any other form of request (electronic or otherwise) which may be approved by ANZ in the future. Each request must specify the individual monthly card limit or Spend Cap required for each Commercial Card requested. The total combined card limits of all Commercial Card(s) issued pursuant to the ANZ Commercial Card Facility and the total of all combined Transactions must not exceed the Facility Limit.

ANZ reserves the right in its absolute discretion to refuse to issue a Commercial Card when requested by the Principal.

ANZ may reissue any Commercial Card from time to time, and in the case of a Commercial Card being reported as lost or stolen, may reissue the Commercial Card on the instruction of either the Principal or the Cardholder. ANZ reserves the right not to reissue a Commercial Card.

Unless you have already agreed in writing, the first use of any Commercial Card issued at the request of the Principal or the first use of the Principal's Billing Account indicates the Principal's acceptance of these ANZ Commercial Card Facility Terms and Conditions. The first use of either a Commercial Card or the Principal's Billing Account by a Cardholder indicates the Cardholder's acceptance of these ANZ Commercial Card Facility Terms and Conditions.

2.1 Account Opening Procedures

Under Federal law, any person opening a new account or being authorised to transact on an account must be identified by ANZ. Before a Commercial Card is issued to a Cardholder they must be identified at an ANZ branch.

An incorporated entity also has the option of appointing a verifying officer of the Principal to identify the Cardholder on behalf of ANZ, with reference to documents that establish the Cardholder's identity.

3. Cardholders

Each Commercial Card issued to a Cardholder will be subject to these ANZ Commercial Card Facility Terms and Conditions. The ANZ Commercial Card Facility Terms and Conditions bind both the Principal and the Cardholder. The Principal is liable for any non observance of the ANZ Commercial Card Facility Terms and Conditions by a Cardholder.

ANZ may also supply to the Principal documentation in respect of Commercial Cards which ANZ considers necessary or deems to be necessary to issue to Cardholders.

The Commercial Card is only valid and can only be used if you have signed it and it has not expired. The Commercial Card expires when the 'until end' or 'valid to' date shown on the Commercial Card has passed. You must destroy your Commercial Card once it expires by cutting it diagonally in half (including any chip on the card) and returning it to ANZ or the Principal.

The Commercial Card will normally be honoured by financial institutions and merchants displaying the Visa logo. However, Visa promotional material displayed on any premises cannot be taken as a warranty by the financial institution or merchant or any person carrying on business there that all, or any goods and services available at those premises may be purchased with the Commercial Card.

Unless required by law, ANZ does not accept any liability if any financial institution or merchant displaying the Visa logo refuses to accept or honour the Commercial Card. Nor does ANZ accept any liability for goods or services purchased with the Commercial Card. Any complaints must be resolved

with the merchant, bank or other financial institution as the case may be.

4. Commercial Card Delivery

ANZ will send Commercial Cards to the Principal in accordance with standard ANZ procedures for delivery of Commercial Cards. Every Cardholder must be identified in accordance with the applicable Federal law, including but not limited to the Financial Transaction Reports Act 1988 and/or the Anti-Money Laundering and Counter-Terrorism Financing Act 2006. The Principal will be responsible for the delivery of Commercial Cards. The Principal may in certain circumstances (see clause 2.1) appoint a verifying officer to complete identification procedures prior to delivery of Commercial Cards. The Principal will also be responsible for ensuring that the cardholder signs the back of the Commercial Card upon receipt.

5. Commercial Cards Belong to ANZ

All Commercial Cards issued pursuant to the ANZ Commercial Card Facility remain the property of ANZ.

6. Electronic Access

6.1 Electronic access

The use of a Commercial Card and PIN will provide access to the Principal's Billing Account through electronic equipment. Cardholders can access the Principal's Billing Account through the following forms of electronic equipment:

- ANZ branch teller terminals
- Automatic Teller Machines
- Electronic Funds Transfer at Point of Sale (EFTPOS)
- ANZ Internet Banking (ANZ Business One Facility only)
- ANZ Phone Banking (ANZ Business One Facility only)

6.2 PIN selection

No PINs are issued by ANZ with a replacement or reissued Commercial Card. Each Cardholder may select a PIN to access the Principal's Billing Account electronically by using the ANZ Customer Select PIN terminal inside any ANZ branch. Before a Customer

Select PIN request can be made, the Cardholder must satisfy ANZ's standard procedure for PIN selection and any other procedures agreed between the Principal and ANZ from time-to-time.

6.3 Conditions of use

The use of a Commercial Card and PIN, and where relevant, the use of a Commercial Card in conjunction with ANZ Phone Banking, ANZ Internet Banking or BPAY to access the Principal's Billing Account is subject to the Electronic Banking Conditions of Use in Part B.

Where there is a conflict between Part A and Part B of these terms and conditions, Part B will prevail.

6.4 Daily withdrawal limit

The Principal may request in writing or by phone that ANZ restrict the availability of Cash Advances to a Cardholder using ANZ branch teller terminals, Automatic Teller Machines or Electronic Funds Transfer at Point of Sale (EFTPOS).

The Principal further acknowledges that in the event ANZ's electronic banking system malfunctions or any electronic equipment malfunctions, the limit applicable to any Cash Advance using a Commercial Card will be the daily withdrawal limit as predetermined by ANZ. In this event, subject to the Electronic Banking Conditions of Use in Part B, the Principal agrees to be liable for the amount of the Cash Advance limited to such daily withdrawal limit as predetermined by ANZ.

The maximum amount of any Cash Advance available through electronic equipment and the maximum amount which can be withdrawn at any authorised Automatic Teller Machine must not exceed the amount authorised by ANZ and notified by the Principal from time-to-time.

The minimum amount for any Cash Advance on the Principal's Billing Account when using the Commercial Card is \$20.00. You may be required to produce suitable identification which identifies you as the Cardholder when requesting a Cash Advance. This amount may vary between financial institutions.

These ANZ Commercial Card Facility Terms and Conditions outline processing times for Transactions made through facilities available on ANZ Internet Banking, ANZ Phone Banking and ATMs. You may not have access to all or some of these facilities. Please

refer to Commercial Cards Service Centre on 1800 032 481 to confirm your access details.

6.5 Liability of Principal

In the event a Cardholder makes a Customer Select PIN request and satisfies the procedures referred to in condition 6.2, ANZ is not required to make any further enquiry as to the authority of the Cardholder to make the request. The Principal acknowledges liability for any use of the Commercial Card and PIN by the Cardholder.

7. Facility Limit

The Facility Limit is the amount approved in writing by ANZ and which is notified to the Principal at the time the ANZ Commercial Card Facility is offered to the Principal or such other amount as ANZ authorises from time-to-time.

The total amount of Commercial Card Transactions must not exceed the Facility Limit without ANZ's prior written approval.

The amount by which the Facility Limit is exceeded is immediately payable by the Principal and any further Transactions may be declined by ANZ in its absolute discretion until the ANZ Commercial Card Facility is brought within the Facility Limit.

The Principal can request ANZ in writing to vary the Facility Limit. If ANZ approves the request, ANZ will notify the Principal of the approval, the effective date of the approval and of any change to the fees and charges payable by the Principal as a result of the approval.

In the event the Principal does not agree to the revised fees and charges, the Principal is entitled, by notice in writing to ANZ, to cancel the request for a Facility Limit increase.

8. Liability of the Principal for Credit

The Principal is liable for all credit extended by ANZ on the Principal's Billing Account arising from any use of a Commercial Card and from any mail, internet or telephone orders or purchases, or from Transactions made pursuant to a standing authority authorised by any Cardholder to be charged to the Principal's Billing Account.

The Principal is also liable for any credit charge or other charges including government fees, duties and charges arising from any use of a Commercial Card or Transaction on the Principal's Billing Account.

9. Statement of Account

Each month ANZ will issue a Statement of Account for the Principal's Billing Account on a pre-determined statement date.

The Statement of Account will always be expressed in Australian currency and must be settled in Australia with Australian currency.

The Statement of Account will include all Transactions processed to the Principal's Billing Account during the statement period including but not limited to:

- the cash price of all goods and services purchased by the use of a Commercial Card including mail, telephone and Internet orders authorised by a Cardholder to be charged to the Principal's Billing Account;
- where the Principal has requested use of a Commercial Card for Cash Advances, the amounts of all cash withdrawals charged to the Principal's Billing Account arising from the use of a Commercial Card with electronic equipment or over-the-counter;
- any payments or refunds to the Principal's Billing Account; and
- any interest or charges set out elsewhere in these Facility Terms and Conditions or Letter of Offer (or both).

Each Statement of Account should be checked on receipt and ANZ promptly notified of any Unauthorised Transaction(s) or any other error.

10. Anti Money Laundering and Sanctions

The Principal and all Cardholders agree ANZ may delay, block or refuse to make a payment if ANZ believes on reasonable grounds that making the payment may breach any law in Australia or any other country and ANZ will incur no liability to the Principal if it does so.

The Principal and all Cardholders agree to provide all information to ANZ which ANZ reasonably requires to comply with any law in Australia or any other country. The Principal and all Cardholders agree ANZ may disclose information provided to ANZ where required by any law in Australia or any other country. The Principal and all Cardholders declare and undertake to ANZ that any payment of monies in accordance with instructions to ANZ will not breach any law in Australia or any other country.

The Principal and Cardholders agree that ANZ may delay, block or refuse to process any transaction without incurring any liability if ANZ suspects that:

- (a) the transaction may breach any laws or regulations in Australia or any other country;
- (b) the transaction involves any person (natural, corporate or governmental) that is itself sanctioned or is connected, directly or indirectly, to any person that is sanctioned under economic and trade sanctions imposed by the United States, the European Union or any country; or
- (c) the transaction may directly or indirectly involve the proceeds of, or be applied for the purposes of, unlawful conduct.

The Principal and Cardholder must provide all information to ANZ which ANZ reasonably requires in order to manage anti-money laundering or counter-terrorism financing and economic and trade sanctions risk or to comply with any laws in Australia or any other country. The Principal and Cardholder agrees that ANZ may disclose any information concerning the Principal and/or Cardholder to:

- (a) any law enforcement, regulatory agency or court where required by any such law or regulation in Australia or elsewhere; and
- (b) any Correspondent ANZ uses to make the payment for the purpose of compliance with any such law or regulation.

Unless the Principal has disclosed that it is acting in a trustee capacity or on behalf of another party, the Principal warrants that it is acting on its own behalf in entering into this agreement.

The Principal and Cardholders declares and undertakes to ANZ that the processing of any transaction by ANZ in accordance with the Principal's

or Cardholder's instructions will not breach any laws or regulations in Australia or any other country.

11. Payment by the Principal

The "Monthly Payment" (for ANZ Business One Facility) or the full amount of the "Closing Balance" (for ANZ Corporate Card Facility and ANZ Visa Purchasing Card Facility) must be received by the Due Date shown in the Statement of Account. Payments are not treated as made until the date the payment is credited to the Principal's Account in the ordinary course of business.

If the payment is made by mail, it will be credited to the account by ANZ on the date of receipt. The Principal should allow a suitable amount of time, at least three ANZ Business Days for the mail to reach ANZ.

Generally, a payment made to a Commercial Card at an ANZ ATM will be credited to the Commercial Card on the same day provided it is made before 4pm (Melbourne time) time on an ANZ Business Day. Payments made after this time or not on an ANZ Business Day will be credited on the following ANZ Business Day. Payments made at ANZ ATMs to Cardholder Accounts may be subject to verification by an ANZ Officer before they are credited or otherwise made available to the Cardholder.

Any ANZ Phone Banking or ANZ Internet Banking transaction will generally be processed to the Card on the same day it is made provided it is made before 10pm Melbourne time on an ANZ Business Day (except for BPAY payments drawn from ANZ accounts and Pay Anyone transfers, where the cut off time is 6pm Melbourne time). Payments made after these times will be credited as at the following ANZ Business Day. Payments made from non-ANZ accounts to a Card Account are subject to the cut off time of the other financial institutions.

Cash payments made to a Cardholder Account at ANZ branches within Australia are available for withdrawal as soon as they have been credited.

The proceeds of other payments to the account such as cheques whether by the Principal or a Cardholder cannot be used or withdrawn until cleared. If for any reason (whether at the Principal's request or otherwise) ANZ allows the Principal or Cardholder to withdraw or use the proceeds of the cheque or other

such payment before it has been cleared, ANZ will be entitled to debit the account in the event that the cheque or other such payment is later dishonoured.

A certificate signed by an officer of ANZ, stating the balance of the account, will be prima facie evidence of the amount of the Principal's liability to ANZ at the date of the certificate.

ANZ will advise the Principal if a cheque or other non-cash deposit is subsequently dishonoured and will reduce the amount of credit available to a Cardholder by the value of the dishonour if the deposit has previously caused the amount of such available credit for that Cardholder to increase.

11.1 ANZ Business One

The amounts owing by the Principal to ANZ will be identified on the Statement of Account as follows:

Amount payable immediately

The amount on the Statement of Account that is payable immediately is the sum of:

- (i) overlimit amounts; and
- (ii) overdue amounts.

Amounts which are payable by the Due Date

(a) For a Statement of Account without any Buy Now Pay Later plans or Instalment Plans.

If the 'Closing Balance' is within the credit limit, the 'Minimum Amount Due' is the greater of 2% of the 'Closing Balance' (rounded up to the nearest dollar) or \$10. Unless indicated otherwise, if the 'Closing Balance' is less than \$10 it must be paid in full. If the 'Closing Balance' equals or is greater than the credit limit, the 'Minimum amount due' is 2% of the credit limit.

(b) For a Statement of Account with Buy Now Pay Later plans and/or Instalment Plans.

If the 'Closing Balance' shown on the Statement of Account is within the approved credit limit, the 'Minimum Amount Due' is the greater of 2% of the Closing Balance less Instalment Plan and Buy Now Pay Later plan balances (rounded up to the nearest dollar), plus any 'Instalment Plan' instalments due or, \$10 as shown on the Statement of Account. If the total of 'Closing Balance' less Instalment Plan and Buy Now Pay Later plans balances plus

instalments due is less than \$10, it must be paid in full.

Minimum Payment required this Statement of Account

This amount is the total of the “Monthly Payment” plus the overdue amount and the overlimit amount as shown on the Statement of Account.

Application of payments

Payments that are made to the Principal’s Account will be applied in the order set out below. Within each subclause below Transactions at lower interest rates are repaid before those at higher interest rates.

- (a) Any Promotional Plan instalments due as shown on any Statement of Account;
- (b) All government duties, taxes, fees and charges that appear or have not yet appeared on a Statement of Account, and all other Transactions that appear on any Statement of Account including Balance Transfers, purchases, Cash Advances and Promotional Plans (excluding any Promotional Plan on which payments are not yet due);
- (c) All other Transactions that have not yet appeared on the Statement of Account including, Balance Transfers, purchases, Cash Advances and Promotional Plans (excluding any Promotional Plans on which payments are not yet due);
- (d) The outstanding balance on any Promotional Plans where payment is not yet due.

12. Payment to a Cardholder Account

A Principal or Cardholder may make a payment to a Cardholder Account over the counter at any ANZ Branch, through electronic equipment, via BPAY, through the mail to the address listed on the back of any Statement of Account issued to the Principal or in any other way ANZ agrees with the Principal. Any payment made to a Cardholder Account will increase the amount of available credit to that specific Cardholder. The amount of the payment will remain on the Cardholder’s Account until it is spent or a payment expiry date (if nominated) has passed, whichever occurs first.

In the event a payment to Cardholder Account or part of such a payment remains unused on a Cardholder Account at the end of a statement period and the Principal pays the Closing Balance of the account and nothing more, the Facility Limit available to Cardholder Accounts in the next statement period will be reduced by the amount of the unused payment.

If any part of the payment to the Cardholder Account remains unused at the expiry of the payment, that unused portion will be credited to the Principal's Billing Account.

For ANZ Corporate Card accounts and ANZ Visa Purchasing Card accounts the statement period is the period between the "Last Statement Issue Date" and "To Statement Issue Date" on the Statement of Account.

13. Bank Fees and Charges

ANZ reserves the right to charge the Principal's Billing Account or such other account nominated by the Principal and approved by ANZ from time to time for such purpose, with any fees and charges applicable to the ANZ Commercial Card Facility.

ANZ will notify the Principal at the time the ANZ Commercial Card Facility is offered to the Principal of any other fees and charges and when they are payable. ANZ may also vary the rate, frequency or method by which fees and charges are calculated, debited or credited to the Principal's Account and may create new fees or charges.

ANZ will also notify the Principal at the time the ANZ Commercial Card Facility is offered to the Principal of the applicable annual percentage rate used to calculate interest charges on the balance of the Principal's Account and of the applicable fees and charges. ANZ may vary the rate (including any margin on the interest rate), frequency or method by which interest is calculated, debited or credited to the Principal's Account.

These fees and charges will be shown on the monthly Statement of Account. The Principal may also request information on the current annual percentage rate(s) and fees and charges at any time and will be informed if more than one interest rate applies to their account.

ANZ may make the following changes to the ANZ Commercial Card Facility:

Change	Timing and method of notice to Principal
Vary the interest rate	No later than the day of the change, either in writing, or by press advertisement
Introduce a new fee	30 days notice in writing
Change an existing fee or charge	30 days notice, either 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 notice in writing
Change any other term condition	No later than the day of the or change, either in writing, or by press advertisement

If notification is given by press advertisement, ANZ will give the Principal particulars of the change before or when the next Statement of Account is sent after the change takes place.

14. Interest

14.1 ANZ Corporate Card and ANZ Visa Purchasing Card

Interest is charged on Cash Advances (except to the extent that a Cash Advance may be drawn against credit funds) shown or yet to appear on the Statement of Account. The interest charge is calculated by applying ANZ's daily percentage rate (the annual percentage rate divided by 365) to the balance of all outstanding Cash Advances linked to the Principal's Billing Account.

14.2 ANZ Business One

When ANZ has approved the Principal's application, ANZ will advise the Principal of the annual percentage rate used to calculate the interest charges on the

Principal's Account. There may be more than one interest rate applied to the Principal's Account and the Principal will be notified if this happens.

Contract stamp duty, other government charges, previously billed interest charges and ANZ Fees are included in the balance on which the interest charge is calculated.

The total interest charge (calculated up to and including the closing date of each statement period) is then included in the "Closing Balance" on the Statement of Account.

The Statement of Account also sets out the annual percentage rate(s). If any changes are made to the annual percentage rate(s), the Principal will be given notice in accordance with condition 13 of these ANZ Commercial Card Facility Terms and Conditions.

14.2.1 How debit interest is calculated for ANZ Business One with interest free days on purchases appearing on the Statement of Account without any Buy Now Pay Later plans or Instalment Plans.

- (a) Each Statement of Account shows the 'Closing Balance' and the 'DUE DATE' for that statement period. To take advantage of the interest free period, the 'Closing Balance' must be paid in full by the 'DUE DATE' for each Statement of Account.
- (b) If the Principal does not pay the 'Closing Balance' by the 'DUE DATE' on a particular Statement of Account, interest will be charged on:
 - (i) each purchase on that Statement of Account (including any unpaid opening balance); and
 - (ii) all subsequent purchases until the 'Closing Balance' or the 'Closing Balance' (or 'Closing Balance less Instalment Plan and Buy Now Pay Later plan balances' if applicable) on a subsequent Statement of Account is paid in full by its 'DUE DATE'.
- (c) This interest charge is calculated by applying ANZ's daily percentage rate (the annual percentage rate divided by 365) to the unpaid daily balance on the Principal's Account relating to each purchase from:
 - (i) the date on which the Cardholder made the purchase, if this date was after the start of the

period of the Statement of Account to which the statement relates; or

- (ii) the first day of the statement period to which the Statement of Account relates, if the date on which the Cardholder made the purchase was before the start of the statement period to which the Statement of Account relates, until the 'Closing Balance' or the 'Closing Balance' on a subsequent Statement of Account is paid in full by its 'DUE DATE'.

The interest charge will be debited to the Principal's Account on the closing date of each statement period.

14.2.2 How debit interest is calculated for ANZ Business One with interest free days on purchases (excluding purchases on or transferred to Promotional Plans) appearing on the Statement of Account with Buy Now Pay Later plans and/or Instalment Plans.

- (a) Each Statement of Account shows the 'Closing Balance less Instalment Plan and Buy Now Pay Later plan balances' and the 'DUE DATE' for that statement. To take advantage of the interest free period, the 'Closing Balance less Instalment Plan and Buy Now Pay Later plan balances' must be paid in full by the 'DUE DATE' for each Statement of Account.
- (b) If the Principal does not pay the 'Closing Balance less Instalment Plan and Buy Now Pay Later plan balances' by the 'DUE DATE' on a particular Statement of Account, interest will be charged on:
 - (i) each purchase on that Statement of Account (including any unpaid opening balance); and
 - (ii) all subsequent purchases until the 'Closing Balance less Instalment Plan and Buy Now Pay Later plan balances' or the 'Closing Balance less Instalment Plan and Buy Now Pay Later plan balances' on a subsequent Statement of Account is paid in full by its 'DUE DATE'

14.2.3 How debit interest is calculated for ANZ Business One with no interest free days on purchases and interest charges on Cash Advances.

Interest is charged on both purchases, Cash Advances and related Cash Advance fees (except to the extent that a purchase, Cash Advance or related Cash Advance fee may be drawn against credit

funds) shown, or yet to appear on the Statement of Account. The interest charge is calculated each day by applying ANZ's daily percentage rate (which is the annual percentage rate divided by 365) to the daily unpaid balance relating to each unpaid purchase, Cash Advance, or related Cash Advance fee from:

- (i) the date on which the cardholder made the purchase, or obtained the Cash Advance, if this date was after the start of the statement period to which the Statement of Account relates; or
- (ii) the first day of the statement period to which the Statement of Account relates if the date on which the cardholder made the purchase, or obtained the Cash Advance was before the start of the statement period to which the Statement of Account relates, until the amount of the purchase or the Cash Advance is paid in full. The interest charge will be debited on the closing date of each statement period.

14.2.4 How Interest is charged on Promotional Plans

- (a) ANZ will debit interest charges on any Promotional Plan, and where applicable any related fees from the Principal's Account.
- (b) Interest charged on Promotional Plans, excluding 'Buy Now Pay Later plans', is calculated each day by applying ANZ's daily percentage rate (which is the annual percentage rate applicable on the Promotional Plan divided by 365) to the daily unpaid Promotional Plan balance from:
 - (i) the date on which the Principal accepted the Promotional Plan if the date on which the Principal accepted the Promotional Plan was after the start of the statement period to which the Statement of Account relates; or
 - (ii) the first day of the statement period to which the Statement of Account relates, if the date on which the Principal accepted the Promotional Plan was before the start of the statement period to which the Statement of Account relates until the Promotional Plan period has expired. The interest charges will be debited on the closing date of each statement period.

- (c) No interest is charged on a 'Buy Now Pay Later plan' for the period of the 'Buy Now Pay Later plan'.

15. Government Duties

ANZ reserves the right to charge the Principal's Billing Account with all duties which governments may impose on ANZ or the Principal arising out of the issue or use of any Commercial Card or Transaction on the Principal's Billing Account.

16. Amounts that may be included in the purchase price

Various amounts of commissions, fees and charges may be paid to or by ANZ when the Commercial Card is used or Promotional Plans are accepted. These include any amount which may be received by ANZ from a merchant or a merchant's bank for ANZ paying debts incurred by the Principal. This amount is unascertainable at the time of providing the Facility.

17. Use of the Commercial Card Outside Australia

Should a Commercial Card be used outside Australia, all foreign currency amounts will be converted into Australian Dollars by Visa International. Transactions will either be converted directly to Australian dollars or will be first converted from the currency in which the Transaction was made to US dollars and then converted to Australian dollars.

The conversion rate used is a wholesale market rate selected by Visa International from a range of wholesale rates one day before the Transaction is processed by Visa.

In most cases, the conversion rate applied to the refund of a Transaction made using a Card will differ from the original conversion rate applied to the Transaction.

18. Variation of the Commercial Card Limit or Spend Cap

Application to vary the individual Commercial Card limit or Spend Cap applicable to any Commercial Card may be made at any time by phone or upon the written request of the Principal or any other form

of request (electronic or otherwise) which may be approved by ANZ in the future.

In the event ANZ approves the application, the requested variation will be effective once the variation has been processed by ANZ. ANZ will confirm to the Principal, the variation of the Commercial Card limit or Spend Cap in the following Statement of Account. In the event ANZ does not agree to such written request, ANZ shall notify the Principal immediately.

19. Unauthorised Transactions

19.1 Commercial Card or Commercial Card details only

The Principal or the Cardholder or both must notify ANZ immediately upon becoming aware that a Commercial Card has been lost or stolen or the Commercial Card or Commercial Card details (for example, a Commercial Card number and expiry date) have or may have become known or used by someone else without the Cardholder's authority. Such notice must be confirmed by prompt written notice or any other form of notice which may be approved by ANZ from time-to-time. Until ANZ receives this notice, the Principal will be liable for all Unauthorised Transactions arising from any use of a Commercial Card (including mail, telephone and internet order Transactions) but liability will not exceed \$50 dollars in respect of such a Commercial Card.

If a Cardholder's Commercial Card is lost or stolen outside Australia, the Principal or Cardholder must notify a bank displaying the Visa logo or contact ANZ 24 hour Emergency Service on the reverse charges number (+613 683 7043). The liability in respect of any Commercial Card lost/stolen outside Australia is the same as for a Commercial Card lost/stolen in Australia.

19.2 Commercial Card and PIN

Part B sets out the Principal's liability in the event of unauthorised use of the Commercial Card and PIN.

The requirement to report a lost or stolen PIN record or the PIN record becoming known to someone else is set out in Part B.

19.3 Reversing a Transaction

The Principal may be entitled to reverse (chargeback) a Transaction where the Principal or Cardholder has a dispute with a merchant. For example, the Principal may be entitled to reverse a Transaction where the merchant has not provided the Principal or Cardholder with the goods or service purchased with the Commercial Card.

The Principal must notify ANZ if the Principal believes they are entitled to reverse a Transaction. If ANZ is satisfied after investigation that a Transaction should be reversed, it will credit the Principal's account for the amount initially debited for the Transaction.

19.4 Time limits for reversing a Transaction

The Principal or a Cardholder should notify ANZ immediately of a disputed Transaction. Credit card scheme operating rules impose time limits after the expiry of which ANZ is not able to reverse a Transaction. The minimum time limit generally applicable is 75 days after the disputed Transaction, but some time limits may be longer. If the Principal or a Cardholder does not notify ANZ in time, ANZ may be unable to investigate the claim in which case the Principal will be liable for the Transaction.

It is the Principal's responsibility to review carefully its Statements of Account. ANZ is not responsible for any loss to the Principal if the Principal does not ask ANZ to reverse a Transaction within an applicable time limit. The liability of the Principal for unauthorised use of a Commercial Card and PIN shall be the liability as described in the Electronic Banking Conditions of Use in Part B.

19.5 Verified by Visa Transactions

You are not able to reverse a Transaction authenticated using Verified by Visa unless ANZ is liable as provided in your Electronic Banking Conditions of Use.

20. Error or dispute resolution

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

For the fastest possible resolution to a complaint call ANZ on 1800 805 154, TTY 1300 166 255; 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 the Principal or Cardholder 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 the Principal or Cardholder informed on the progress of the matter and how long ANZ expects it will take to resolve the complaint.

ANZ Customer Advocate

If a complaint isn't resolved to the satisfaction of a Principal or Cardholder, the Principal or Cardholder 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
100 Queen Street
Melbourne Vic 3000

Tel: +61 3 9273 6523

Email: customeradvocate@anz.com

Financial Services Dispute Resolution Schemes

If the Principal or Cardholder is not satisfied with the steps taken by ANZ to resolve the complaint, or with the result of ANZ's investigation, the Principal or Cardholder may wish to contact an alternative dispute

resolution scheme. Please note this only applies to small business customers.

General banking products – credit cards, home loans, and deposit products

Financial Ombudsman Service
GPO Box 3
Melbourne Vic 3001

Telephone: 1300 780 808

Fax: +61 3 9613 7345

Internet: www.fos.org.au

The Electronic Banking Conditions of Use in Part B contain further information on what to do in circumstances when you believe that there has been an error involving an electronic access process, including your card and PIN.

21. Commercial Card Cancellation by ANZ

ANZ reserves the right to cancel a Commercial Card at any time without notice to the Principal or Cardholder if ANZ believes continued use of the Commercial Card may cause a loss to either the Principal or ANZ. All cancelled Commercial Cards must be returned to ANZ immediately, cut diagonally in half (including any chip on the card).

No further credit will be extended on the Principal's Billing Account by use of that cancelled Commercial Card. In the event a Commercial Card is used subsequent to its cancellation, the Principal's liability in respect of that Commercial Card will continue until receipt of the Commercial Card by ANZ.

22. Commercial Card Cancellation by the Principal

If the Principal requires cancellation of a Commercial Card the Principal shall immediately advise ANZ in writing or any such other electronic advice which may be approved by ANZ in the future. Any cancelled Commercial Card must be returned to ANZ immediately, cut diagonally in half (including any chip on the card). The Principal's liability for a Cardholder's use of a Commercial Card will not cease until the receipt of the Commercial Card by ANZ (or until the Principal has taken all reasonable steps to return the Commercial Card(s) to ANZ).

The Principal will indemnify ANZ and hold it harmless from any claims, losses, damages, liabilities, costs or expenses (including all legal fees) arising from a claim against ANZ for wrongful cancellation of a Commercial Card if the Principal has requested that cancellation.

23. Termination of the ANZ Commercial Card Facility

23.1 Cancellation by ANZ

ANZ may terminate the ANZ Commercial Card Facility at any time upon thirty (30) days prior written notice to the Principal whether or not the Principal is in default of any of these ANZ Commercial Card Facility Terms and Conditions.

ANZ may terminate the ANZ Commercial Card Facility immediately on notice to the Principal if:

- (a) the Principal is, or is likely to be, insolvent; or
- (b) the Principal breaches these ANZ Commercial Card Facility Terms and Conditions; or
- (c) ANZ considers on reasonable grounds that the Principal has engaged in fraud; or
- (d) that the continued provision of the ANZ Commercial Card Facility may damage the reputation of ANZ.

In such event, all Commercial Cards will be automatically cancelled and no further credit will be extended on the Principal's Billing Account. All cancelled Commercial Cards must be returned to ANZ immediately, cut diagonally in half (including any chip on the card).

23.2 Cancellation by the Principal

The Principal may terminate the ANZ Commercial Card Facility at any time providing written notice to ANZ and returning all Commercial Cards cut diagonally in half (including any chip on the card).

23.3 Principal's liability upon termination of the ANZ Commercial Card Facility

The Principal's liability in respect of the ANZ Commercial Card Facility (including any use of any Commercial Cards) will continue until ANZ has received all Commercial Cards cut diagonally in half (including any chip on the card) (or until the

Principal has taken all reasonable steps to return the Commercial Card(s) to ANZ), and any moneys owing to ANZ are paid in full.

In the event that a Commercial Card is cancelled by ANZ or the ANZ Commercial Card Facility is terminated, whether by default or otherwise, the outstanding balance on the Principal's Billing Account will on demand be due and payable to ANZ. If the Principal is in default under the ANZ Commercial Card Facility, the Principal will also be in default under any other credit contracts that the Principal has with ANZ.

Any amount reasonably incurred or expended by ANZ in exercising its rights in relation to the ANZ Commercial Card Facility arising from any default (including expenses reasonably incurred by ANZ staff and facilities) are enforcement expenses and become immediately payable by the Principal. ANZ may debit the Principal's Billing Account for such amounts without notice.

ANZ will automatically cancel all Commercial Cards from the date the written cancellation letter is received by ANZ together with all Commercial Cards cut diagonally in half.

Termination of the ANZ Commercial Card Facility will not prejudice the rights and remedies of ANZ accruing prior to termination, including without limitation the right to recover from the Principal any moneys owing or that may become owing to ANZ under the ANZ Commercial Card Facility.

24. Communication with the Cardholder

24.1 Principal responsible for communication with the Cardholder

The Principal is responsible for the distribution and delivery of the Commercial Card to the Cardholder, returning cancelled Commercial Cards to ANZ, issue to the Cardholder of the ANZ Commercial Card Facility Terms and Conditions prior to use of the Commercial Card by the Cardholder, notification of variation of credit limit applicable to any Commercial Card or variation of Spend Cap, notification of variation of the ANZ Commercial Card Facility Terms and Conditions or Electronic Banking Conditions of Use (or both) provided such variation has been notified to the Principal in accordance with these ANZ Commercial

Card Facility Terms and Conditions and any other notification in respect of the Commercial Card which may be reasonably required by ANZ.

The Principal agrees to indemnify and hold ANZ harmless from and against any and all actions, claims, damages, losses, costs (including legal costs), and liabilities whatsoever which ANZ may suffer or incur as a result of the Principal's breach of this Condition.

24.2 When ANZ may communicate with a Cardholder

ANZ may also communicate with a Cardholder, in respect of any loss, theft or possible unauthorised use of the Commercial Card or any cancellation of the Commercial Card by ANZ.

25. Variation of Terms and Conditions

Subject to condition 13, ANZ has the right to change the ANZ Commercial Card Facility Terms and Conditions upon notifying the Principal in writing. A notice to the Principal will be deemed to have been issued to the Cardholder five ANZ Business Days after notification to the Principal pursuant to this condition.

26. Security

When ANZ holds or during the term of the ANZ Commercial Card Facility requires security of any description securing any other liability(ies) the Principal may have to ANZ, the Principal's liability to ANZ in respect of the ANZ Commercial Card Facility will also form part of the moneys secured by such security.

27. Joint and Several Liability

Where the Principal constitutes more than one party, the liability of each such party under the ANZ Commercial Card Facility shall be joint and several.

28. Code of Banking Practice

If the Principal is a small business (as defined by the Code of Banking Practice), ANZ is bound by the Code of Banking Practice when it provides its products and services to the Principal.

29. Financial Difficulty

The Principal should inform ANZ as soon as possible if it is in financial difficulty. ANZ will, with the Principal's agreement, try and help the Principal overcome its difficulties with the ANZ Commercial Card Facility, including for example, developing a repayment plan.

30. Transaction Amount and Merchant Controls

30.1 Transaction amount controls

The Principal may request in writing, or any other form of request that ANZ approves from time-to-time, that ANZ restrict the amount of any Transaction by a Cardholder using a Commercial Card to access the Principal's Billing Account (called 'the restricted amount').

Subject to the Electronic Banking Conditions of Use, the Principal acknowledges and agrees that in the event ANZ's electronic banking system malfunctions or electronic equipment malfunctions, and the amount of any Transaction by a Cardholder is not restricted in accordance with the Principal's request, or the Transaction exceeds the restricted amount but is below an amount which requires a merchant to seek authorisation from ANZ or another financial institution, the Principal will be liable for any such Transaction amount irrespective of the fact the amount of the Transaction exceeds the restricted amount or the amount being the difference between such Transaction and the restricted amount.

30.2 Merchant controls

The Principal may request by phone or in writing that ANZ impose a merchant category code in respect of a Commercial Card, the effect of which is to limit the type of merchant at which the Cardholder can present the Commercial Card for payments of goods or services (called a 'restricted merchant').

Subject to the Electronic Banking Conditions of Use, the Principal acknowledges and agrees that in the event ANZ's electronic banking system malfunctions or electronic equipment malfunctions and a Commercial Card is presented for payment of goods or services at a restricted merchant or the Transaction is below an amount which requires a restricted merchant to seek authorisation, or the merchant category code

requested is inconsistent with the merchant category code adopted by other financial institutions involved in providing access to the Principal's Billing Account through an electronic terminal causing a restricted merchant to be identified as other than a restricted merchant, then the Principal will be liable for any Transaction amount occurring at a restricted merchant where a Commercial Card is presented for payment of goods or services and irrespective of the amount of such a Transaction.

31. Monitoring of Telephone Enquiries and Transactions

ANZ may, at its discretion, monitor or record enquiries or monitor Transactions made over the telephone. This is done for reasons of accuracy, security or service.

32. Inactive accounts

If the Principal's Billing Account is an inactive account and has a credit balance, ANZ may, if it does not close the Principal's Billing Account in accordance with these Facility Terms and Conditions, hold the credit balance for the Principal in a separate account until such time as the Principal claims those funds or ANZ is required to remit those funds as unclaimed money in accordance with the law, whichever occurs first.

33. Use of Name and Logo

The Principal will not use the name or logo of Visa International Service Association or the name or logo of ANZ in any material, including promotional or advertising material without obtaining the prior written consent of ANZ.

ANZ will at all times retain the absolute interest in the licence to use the Visa logo.

ANZ will not use the name or logo of the Principal in any material without the prior written consent of the Principal.

34. Governing Laws

These Terms and Conditions are governed by the laws of the State of Victoria and the Commonwealth of Australia.

35. Default

The Principal is in default under the ANZ Commercial Card Facility if any of the obligations under these ANZ Commercial Card Facility Terms and Conditions have been breached. If the Principal is in default under the ANZ Commercial Card Facility, or if ANZ believes on reasonable grounds that the Principal induced it to enter into the ANZ Commercial Card Facility by fraudulent misrepresentation, the outstanding balance including the outstanding balance on any Promotional Plans on the account will, at the option of ANZ, become immediately due and payable to ANZ and all Commercial Cards relating to the ANZ Commercial Card Facility will be cancelled, by ANZ giving the Principal notice in accordance with any applicable law.

36. Promotional Plans terms and conditions

Please note that separate terms and conditions may govern any Promotional Plans as part of this ANZ Commercial Card Facility other than stated in this booklet. If the Principal accepts a Promotional Plan offer the Principal should also refer to the applicable Promotional Plan terms and conditions for more information.

37. Chip

- (a) You must ensure any microchip embedded on a Commercial Card is protected at all times from misuse (including tampering), damage, destruction or any form of unauthorised use.
- (b) Only you can use any microchip embedded on a Commercial Card for any of the available services. Any Commercial Card may be subject to forfeiture if any microchip embedded on a Commercial Card is used by anyone other than you.

38. ANZ's rights to combine accounts

ANZ can combine the balances of two or more of a Principal's accounts. This may happen when one of the Principal's accounts is overdrawn, overlimit or is in debit and another is in credit. This means, for example, that the credit balance in one account

can be used to repay the debit balance in another account. ANZ will promptly inform the Principal if it has combined any of the Principal's accounts. ANZ does not need to give notice in advance. The Principal should not treat accounts combined unless ANZ has agreed to such an arrangement.

39. Force Majeure

To the extent permitted by law, ANZ will not be liable to any Principal or Cardholder for any loss or damage (whether direct or consequential), nor be in default under the ANZ Commercial Card Facility, for failure to observe or perform any of its obligations under the ANZ Commercial Card Facility for any reason or cause which could not, with reasonable diligence, be controlled or prevented by ANZ, including acts of God, acts of nature, acts of government or their agencies, strikes or other industrial action, fire, flood, storm, riots, terrorism, power shortages or failures, sudden and unexpected system failure or disruption by war or sabotage.

40. Transfer of ANZ's rights

ANZ may, without telling you or obtaining your consent:

- assign any of its rights under this contract; and
- give information about this contract and your obligations under it to any assignee of ANZ's rights under this contract, or anyone who is considering becoming an assignee.

Part B

Electronic Banking Conditions of Use

This section applies to all electronic Transactions except those where your signature may also be required. The Principal is liable for any non observance of the Electronic Banking Conditions of Use by the Cardholder.

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

'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.

'Banking Business Day' means 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.

'PIN' means personal identification number which is the code of numbers or letters that a cardholder uses with a Card through an electronic terminal and includes an action number;

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

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

'you' means the Principal, and where relevant, also means the Cardholder.

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.

How you can use ANZ Internet Banking

The following applies where the Principal and/or Cardholders can use ANZ Internet Banking to make transactions on linked accounts.

You may not have access to all or some of these facilities. Please refer to Commercial Cards Service Centre on 1800 032 481 to confirm your access details.

Access to and use of Pay Anyone and International Services

(a) Obtaining Pay Anyone

When applying for Pay Anyone, the Principal must request a Pay Anyone daily limit which is subject to approval by ANZ. The options for the daily limits are set out at www.anz.com at the time of application. Restrictions apply depending on whether Pay Anyone is used for personal or business purposes.

If the Principal or Cardholder requires a password for Pay Anyone to be re-set or re-issued ANZ may reduce the current daily Pay Anyone limit. The Principal will need to re-apply if it wishes to reinstate that limit.

Please allow sufficient time for the change to be made before the Cardholder attempts to use the higher daily transfer limit.

The Principal can increase or decrease the daily transfer limit by applying through ANZ Internet Banking.

(b) Obtaining International Services

The Principal may be able to apply for International Services after Pay Anyone access has been granted.

The total of all Pay Anyone and International Services transfers (converted into Australian dollars) on any day cannot exceed your Pay Anyone daily transaction limit.

Access levels for ANZ Phone Banking and ANZ Internet Banking

- *'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, increasing a credit card limit, redrawing on a home loan, direct loan payments, BPAY View™, ANZ Online Investing and ANZ Online Reporting;

- *'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, increasing credit card limit, redrawing on a home loan, direct loan payments, BPAY View, ANZ Online Reporting, ANZ Online Investing and BPAY;
- *'Deposit only'* – includes transfers between accounts but excludes withdrawals from accounts, BPAY, increasing credit card limit, redrawing on a home loan, direct loan payments, BPAY View, ANZ Online Reporting, ANZ Online Investing, 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, increasing credit card limit, redrawing on a home loan, direct loan payments, BPAY View, ANZ Online Reporting, ANZ Online Investing and BPAY.

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Only the account holder or account signatories can select an access 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 access level to the account holder. The account holder is responsible for the operation of the account by the authorised user within that user's level of access.

The account holder or account signatories may cancel or change any access level by phone or 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.

Authorised users, regardless of their level of access, cannot access ANZ Pay Anyone, ANZ Online Investing, ANZ International Services, increase a credit card limit, redraw on a home loan, 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.

Where a Principal nominates access to the Principal's Billing account via ANZ Internet Banking, the Principal will be the account holder and each Cardholder will be an authorised user.

Processing instructions – general

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.

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(s), ANZ will determine the order of priority in which payments are made.

If you make a cash withdrawal from an account by making an electronic transaction and there is a difference between the amount of cash received and the amount shown on the receipt, you must report this to ANZ and to the merchant (if applicable) as soon as possible. You can make your report to ANZ by calling ANZ on the number listed at the front of this booklet.

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.

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.

You accept that:

- not all electronic equipment from which cash can be withdrawn will always contain cash;
- any cash dispensed at electronic equipment is at your risk once it becomes visible or available for you to collect; and
- not all electronic equipment will allow you to make deposits.

An immediate transfer, Pay Anyone or BPAY cannot be revoked or stopped once ANZ receives your

instruction. Future dated transfer, Pay Anyone or BPAY instructions can only be revoked or changed if instructions to delete the transaction are given to ANZ through ANZ Internet Banking before midnight Melbourne 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.

Processing instructions – ANZ Phone Banking and ANZ Internet Banking

Any ANZ Phone Banking or ANZ Internet Banking transaction (other than a BPAY) will generally be processed to your account on the same day ANZ receives your instructions, if given before 10.00pm Melbourne time Monday to Friday (except national public holidays). Any transaction made after this time may be processed on the following ANZ Business Day.

Account information accessed using ANZ Phone Banking or ANZ Internet Banking 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.

Processing instructions – Pay Anyone and International Services

ANZ will generally process Pay Anyone instructions:

- for immediate Pay Anyone transfers, on the day the instruction is given, if ANZ receives the instruction before 6.00pm Melbourne time on a Pay Anyone Processing Day;
- for immediate international transfers, on the day the instruction is given, if ANZ receives the instruction before 6.00pm 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).

Instructions you give will be delivered to the payee'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; or

- there is a delay or error in accepting the instructions caused by the financial institution to which the transfer is to be made; or
- the instructions are for a transfer by way of an international draft or telegraphic draft.

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.

ANZ cannot control (and is not responsible for) when, or if, the payee's financial institution processes your instructions or the fees that financial institutions may charge to process your instructions.

Once ANZ processes your transfer instruction, ANZ is reliant on the payee's financial institution to advise whether your instructions have been successfully processed. If the 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.

If the transfer is to be made from a credit card, it will be treated as a cash advance and interest and fees may apply.

Processing instructions – BPAY

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.

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 Conditions of Use).

To make a BPAY the following information must be given to ANZ:

- your CRN and password 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.

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 Conditions of Use or if the information given is incomplete and/or inaccurate.

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. These limits will be subject to any limits otherwise imposed on your access to the Principal's Billing Account.

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 Melbourne time on a Banking Business Day (ANZ's cut-off time);
- BPAY instructions received after 6pm Melbourne 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.

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.

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.

ANZ will attempt to ensure a BPAY is processed promptly by billers and other participants in the BPAY Scheme.

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.

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.

A linked ANZ credit card account can only be used to make a BPAY if the biller accepts credit card payment. If the biller does not accept credit card payment but you want to pay from a credit card account, payment will be by way of a cash advance.

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.

Card Validity

Your card remains ANZ's property at all times.

A card must be signed immediately by the person in whose name it has been issued and must only be used within the 'valid from' and 'until end' dates shown on the card. For security reasons you must, as soon as the card expires, destroy it by cutting it (including an embedded microchip on the card) diagonally in half.

Lost or stolen cards, Password, PIN or Telecode

If you report that a card has been lost or stolen the card will be cancelled as soon as the report is made. You must not use the card once the report is made. If you recover the lost or stolen card, you must destroy the card by cutting it diagonally in half (including an embedded microchip on the card) and return it to an ANZ branch as soon as possible.

You must make a report to ANZ (and the relevant third party, if a third party issued the username, password, PIN or card to you) immediately you become aware or suspect that your password, username, PIN, CRN or Telecode is disclosed or used without your authority, or lost. You must not then continue to use your password, username, PIN, CRN or Telecode. ANZ will cancel it and arrange for you to select a new username, password, PIN or Telecode, or to be provided with a new CRN.

The best way to make the report is to call ANZ on the telephone numbers listed at the front 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.

Cancellation of Cards or Electronic Access

ANZ may cancel any card, CRN or electronic access without prior notice if:

- ANZ believes that use of the card or electronic access may cause loss to the account holder or to ANZ;
- the account is an inactive account;
- all the accounts which the card may access have been closed;
- the account has been overdrawn, or you have exceeded your agreed credit limit; or
- on giving you not less than three months written notice.

ANZ may also at any time suspend your right to participate in the ANZ BPAY Scheme.

The account holder may cancel a card at any time by sending ANZ a written request or by calling ANZ on the relevant number listed at the back of this booklet. ANZ may require written confirmation. The card must be cut diagonally in half and returned to ANZ.

You can request ANZ to de-register you from ANZ Internet Banking at any time by Securemail or by calling the relevant number listed at the front of this booklet.

Withdrawal of Electronic Access

ANZ may withdraw your electronic access to accounts (including by BPAY) without prior notice if:

- electronic equipment malfunctions or is otherwise unavailable for use;
- a merchant refuses to accept your card;
- 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 or ANZ Internet Banking have been closed or are inactive; or
- ANZ suspects you of being fraudulent or engaging in inappropriate behaviour; unless this is prohibited by law.

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.

Password, PIN and Telecode Security

If you have been authorised by the Principal to select a Password, PIN or Telecode to access the Principal's Billing Account using electronic equipment, you must keep those details secure. Failure to do so may increase the Principal's 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.

You must not:

- disclose your password, PIN or Telecode to any other person;
- allow any other person to see you entering, or overhear you providing your password, PIN or Telecode;

- record your password, PIN or Telecode on your card or on any article carried with or placed near your card that is liable to loss, theft or abuse at the same time as your card (unless your password, PIN 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.

To assist you, ANZ publishes security guidelines. A copy of the current guidelines is available at www.anz.com.

Unauthorised transactions

(a) 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 card, password, PIN or Telecode that occur before you have received or selected the card, password, PIN or Telecode (including a reissued card, password, PIN or Telecode);
- 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 card has been misused, lost or stolen or that the security of your password, PIN or Telecode has been breached; or
- result from an unauthorised transaction if it is clear that you have not contributed to the losses.

(b) When the account holder is liable

If ANZ can prove on the balance of probability that you contributed to the loss arising from the unauthorised transaction:

- through your fraud;
- subject to the terms of any particular service offered by ANZ, by voluntarily disclosing a password, PIN or Telecode to anyone, including a family member or friend;
- by keeping a record of the password, PIN or Telecode (without making any reasonable attempt to disguise it):
 - (i) on the card or with the CRN;
 - (ii) on any article carried with the card or the CRN; or
 - (iii) which may be lost or stolen at the same time as the card or CRN;
- by using your birth date or an alphabetic code which is a recognisable part of your name as a password, PIN or Telecode; or
- by otherwise acting with extreme carelessness in failing to protect the security of your password, PIN or Telecode, the account holder is liable for the actual losses which occur before ANZ is notified of the loss or disclosure of your password, PIN or Telecode.

Where you must use more than one of your passwords, PINs or Telecodes to perform an ANZ Internet Banking 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.

If, after you become aware of the loss, theft or breach of the security of your password, PIN, Telecode or card, 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 card, should reasonably have become aware of the loss or theft; and
- the time ANZ is actually notified of the relevant event.

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, PIN or Telecode 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.

If it is not clear whether you have contributed to the loss caused by an unauthorised transaction and where a password, PIN or Telecode 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)
- the actual loss at the time ANZ is notified of the loss, theft or unauthorised use of the card or that the security of the password, PIN or Telecode 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.

*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 zone as Melbourne, please check <http://www.australia.gov.au>."

Equipment Malfunction

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.

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.

You are solely responsible for your own PC anti-virus and security measures, and those of any authorised user, to help prevent unauthorised access via ANZ Internet Banking to your transactions and linked accounts.

Liability Under the BPAY Scheme

(a) 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 for any reason you cannot make a BPAY for the shortfall, you can ask ANZ to arrange for a reversal of the initial payment and you can 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.

(b) ANZ's liability

Where you use your account for personal purposes, ANZ's liability under the BPAY Scheme is as set out under 'Unauthorised Transactions'.

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.

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 have agreed to acquire from the biller. Any dispute must be resolved with the biller.

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:

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

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.

Mistaken Payments

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.

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.

(c) 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.

(d) 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:

- (i) did not observe your obligations under; or
- (ii) acted negligently or fraudulently in connection with, these Conditions of Use.

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.

ANZ Commercial Card Company Liability Insurance

As the holder of an ANZ Commercial Card (ANZ Corporate Card or ANZ Visa Purchasing Card or ANZ Business One Card), you now have peace of mind knowing you are covered against unauthorised charges incurred by your Cardholders, without any excess payable. The details of your Company Liability Insurance are outlined in the following pages. Please make sure you read this information carefully and fully understand all your rights and responsibilities.

This is your Insurance Certificate – keep it in a safe place.

This insurance is available under Policy No. 20 ANZV002 LEI issued to Australia and New Zealand Banking Group Limited by Zurich Australian Insurance Limited.

Definitions

“ANZ” means Australia and New Zealand Banking Group Limited ABN 11 005 357 522 of Level 14, 100 Queen Street, Melbourne, VIC, 3000.

“ANZ Commercial Card” means an ANZ Corporate Card, ANZ Visa Purchasing Card or ANZ Business One Card, which at the request of the Principal has been issued to a Cardholder authorised for the purpose of operating the Principal’s Billing Account.

“Accountholder” means any ANZ customer being a business entity or corporation, who has entered into an ANZ Commercial Card Facility.

“Act of Terrorism” means an act, including but not limited to the use of force or violence and/or the threat, of any person or group(s) or persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), which from its nature or context is done for, or in connection with political, religious, ideological or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.

“Cardholder” means an Australian or New Zealand resident who is an employee of the Principal who has been nominated by the Principal and issued with an ANZ Commercial Card on the Principal’s Billing Account.

“Cardholder Account” means the account of each person who has been nominated by the Principal and issued with an ANZ Commercial Card on the Principal’s Billing Account.

“Principal” means the Accountholder who has applied for an ANZ Commercial Card Facility subject to the ANZ Commercial Card Facility Terms and Conditions.

“Principal’s Billing Account” means either the Principal’s ANZ Corporate Card Billing Account, ANZ Visa Purchasing Card Billing Account or the ANZ Business One Billing Account.

“Unauthorised Transaction” means an ANZ Commercial Card transaction which has been processed to the Cardholder Account but was not authorised in any way by the Principal and/or was outside the Cardholder’s authority to transact.

“Zurich” means Zurich Australian Insurance Limited ABN 13 000 296 640, AFS Licence No: 232507, of 5 Blue Street, North Sydney, NSW, 2060.

Coverage

As outlined in this Policy this cover protects Accountholders against Unauthorised Transactions made by their Cardholders.

An Accountholder is under no obligation to accept this Policy and may obtain insurance from any insurer. However, if an Accountholder wishes to make a claim under this Policy, the Accountholder will be bound by the provisions of this Policy. Therefore please read this document carefully and keep it in a safe place and if you require advice on this cover please see your general insurance adviser. Please also keep detailed particulars and proof of any loss, including a copy of the relevant ANZ Commercial Card Report(s) detailing the Unauthorised Transaction(s).

ANZ is not the issuer of this cover and neither ANZ nor any of its related corporations guarantee any of the benefits under this Policy.

This cover is provided at no cost to the Accountholder and ANZ does not receive any commission, remuneration or other benefit from Zurich for arranging this Policy. Neither ANZ nor any of its related corporations are Authorised Representatives of Zurich or any of its related companies.

Terms and Conditions

1. The Principal shall instruct its Cardholder in writing of the limits of their authority in using their ANZ Commercial Card for authorised transactions.
2. The Principal shall take all reasonable steps to recover from the Cardholder all Unauthorised Transaction amounts transacted by the Cardholder. In addition, the Principal shall utilise, where legally possible, any monies held for, or on behalf of the Cardholder so as to avoid or reduce any loss through Unauthorised Transactions to the maximum extent permitted by law.
3. When:
 - the Principal no longer wishes a Cardholder to use the ANZ Commercial Card; or

- the Cardholder's employment is terminated; or
- the Principal becomes aware or should have become aware that Unauthorised Transaction amounts had been incurred or were likely to be incurred by the Cardholder;

the Principal must, if possible, immediately obtain the ANZ Commercial Card from the Cardholder, cut it in half and return it to ANZ at the address appearing on the ANZ Commercial Card Statement of Account.

On the same day the Principal is required to direct ANZ to cancel the Cardholder's ANZ Commercial Card. This direction is preferably to be made by telephone or facsimile or by any other electronic advice, which may be approved by ANZ in the future.

4. If the Principal is unable to recover the Cardholder's ANZ Commercial Card, the "Notification of Claim" form shall be accompanied by a copy of the letter sent to the Cardholder advising that the Cardholder is no longer authorised to use the ANZ Commercial Card. Copies of the "Notification of Claim" and notice to the Cardholder (if applicable) shall be forwarded by ANZ to their insurance broker for this policy, Mackellar Robinson Australia Pty Limited who will contact Zurich.
5. Zurich's liability to pay claims is limited in any twelve months to:
 - \$37,500 per individual Cardholder, and
 - \$200,000 per ANZ Commercial Card Facility.
6. In the event of a claim, the Principal must give to Zurich all necessary information and assistance they may reasonably require to institute proceedings against other parties for the purpose of enforcing any rights or remedies to which the Principal shall or would become entitled or subrogated upon their making payment or making good any loss or damage under this Policy.
7. When the Principal becomes aware of any Unauthorised Transaction that is subject to a claim under this Policy they must report the matter to the police.

Exclusions

Zurich shall not be liable under this Policy for:

- any loss caused by or resulting from any Act of Terrorism;
- any indirect losses or consequential liability of any kind other than Unauthorised Transaction amounts as defined in this Policy; or
- any Unauthorised Transactions incurred by a Director, Partner or Owner of the ANZ Commercial Card Facility or any family members of the said Directors, Partners or Owners.

Claim Procedures

Zurich shall not be liable to pay any benefit unless the following procedures and requirements have been complied with.

1. Zurich does not hold or collect information about Principals or Cardholders until a claim is made. Zurich will however need personal information to assess any claim. Zurich will, in relevant cases, disclose the personal information (other than sensitive information such as health information) to ANZ, Zurich's service providers and business partners.

Where relevant to assess the claim, Zurich will also disclose personal information including sensitive information such as health information to medical practitioners, other health professionals, reinsurers and legal representatives.

Zurich may also disclose personal information (other than sensitive information such as health information) to ANZ in order to allow ANZ to monitor the claims service Zurich provides and to ensure persons are eligible for the insurance.

If the Principal does not provide the requested information, the assessment of the claim may be delayed or Zurich may not accept the claim. In most cases, Zurich will give the Principal or Cardholder access to their personal information on request.

2. In the event of learning of an occurrence likely to result in a claim, the Principal must:

- Immediately advise ANZ, preferably by telephone on 13 10 06, and on the same day complete and send to ANZ the “Notification of Claim” form, see Appendix “A”. Copies of the “Notification of Claim” and a copy of the letter to the Cardholder (if applicable) shall be forwarded by ANZ to their insurance broker for this policy, Mackellar Robinson Australia Pty Limited who will contact Zurich.
 - On receipt of a “Notification of Claim” and letter to the Cardholder (if applicable) Zurich will send the Principal a claim form. The completed claim form, a copy of the police report and a copy of the relevant ANZ Commercial Card Report(s) detailing the Unauthorised Transaction(s) are to be returned by the Principal to Zurich within 30 days of receipt of the claim form from Zurich.
 - Give to Zurich all necessary information and assistance they may reasonably require to institute proceedings against other parties for the purpose of enforcing any rights or remedies to which they shall or would become entitled or subrogated upon their making payment or making good any loss or damage under this Policy.
3. Subject to the claim being established and admitted by Zurich, Zurich will make payment of any Unauthorised Transaction amounts within thirty (30) days of receipt by Zurich of the claim form, such payment to be paid within the terms of this Policy to the Principal under the covering letter (copied to ANZ) detailing the Unauthorised Transactions for which payment is made.

If Zurich decides that it is not liable under the terms of the Policy, Zurich will inform the Principal in writing of its decision and the reasons for its decisions.

4. Zurich as a member of the Insurance Council of Australia Limited, subscribes to the General Insurance Code of Practice, which sets out standards of best practice. Therefore, if a Principal is unhappy with any service issue or settlement of claim, the Principal may have the matter referred to the Internal Dispute Resolution committee of Zurich. This committee consists of senior managers who will review the decision.

If a Principal still disagrees with Zurich's final decision, they can ask the Insurance Ombudsman Service Limited (IOS) ABN 23 062 284 888 (within their terms of reference) to review Zurich's decision. This is a free service provided by an independent organisation. The Principal is not bound by the IOS's decision. However Zurich is bound to act immediately on their decision.

Amendment or Termination of the Policy

This Policy may be amended or terminated at any time by written agreement between Zurich and ANZ. Zurich or ANZ, may also terminate this Policy at any time by giving ninety (90) days written notice of the termination to the other party.

If the Policy is amended or terminated, ANZ will take all reasonable steps to notify the Principal of the ANZ Commercial Card Facility of the amendment or termination.

Appendix A

(To be presented on your Accountholder's Company letterhead) ANZ Commercial Card Accountholder Protection Notification of Claim

The Manager Enquiry Resolutions,
ANZ Commercial Card Service Centre
Locked Bag 10, Collins Street West Post Office
Melbourne VIC 8007

ANZ Commercial Card Number:

Name of Cardholder:

Home address:

Postcode:

Business address:

Postcode:

We wish to lodge a claim in respect of an Unauthorised Transaction and request a claim form to be sent to this office. In terms of the conditions applying to such a claim we hereby request and authorise you to cancel the ANZ Commercial Card specified above.

The police have been notified of this matter and a copy of the police report (if not attached with this Notification of Claim), will be provided as soon as possible.

The ANZ Commercial Card has been cut in half and returned to the ANZ Commercial Cards Service Centre.

The ANZ Commercial Card has been previously returned to the ANZ Commercial Cards Service Centre.

The ANZ Commercial Card is still in the possession of the Cardholder and accordingly, we have notified the Cardholder that he/she is no longer authorised to use the ANZ Commercial Card (copy of letter attached).

Signed for and on behalf of

Name of Accountholder:

Date:

Signature of Authorised Officer of the Accountholder:

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

ANZ Commercial Card Transit Accident Insurance

These terms and conditions apply only to ANZ Business One and ANZ Corporate Card customers.

This certificate sets out the provisions of the Transit Accident Insurance cover available to ANZ Corporate Card and ANZ Business One Cardholders. Subject to the following terms and conditions, this cover can provide up to \$250,000 against the accidental loss of life, limb or eyesight of a Cardholder, their Spouse and/or Dependent children while on a journey, provided the tickets for the journey were charged to an ANZ Corporate Card or ANZ Business One Card. Please make sure you read this information carefully and fully understand all your rights and responsibilities.

This is your Insurance Certificate – keep it in a safe place.

This insurance is available under Policy No. 20 ANZTA01 TRA issued to Australia and New Zealand Banking Group Limited by Zurich Australian Insurance Limited.

Definitions

For the purpose of this cover:

"ANZ" means Australia and New Zealand Banking Group Limited ABN 11 005 357 522 of Level 6, 100 Queen Street, Melbourne, VIC, 3000.

"ANZ Commercial Card" means an ANZ Corporate Card or ANZ Business One card, which at the request of the Principal has been issued to a Cardholder authorised for the purpose of operating the Principal's Billing Account.

"ANZ Commercial Card Facility" means an ANZ Corporate Card Facility, or the ANZ Business One Facility" which has been opened at the request of the Principal.

"Accident" means any sudden and unexpected physical force, which occurs on a trip and causes an injury that is described in the "Schedule of Benefits".

"Accountholder" means any ANZ customer being a business entity or corporation, who has entered into an ANZ Commercial Card Facility.

"Act of Terrorism" means an act, including but not limited to the use of force or violence and/or the threat, of any person or group(s) or persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), which from its nature or context is done for, or in connection with, political, religious, ideological or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.

"Cardholder" means an Australian or New Zealand resident who has been nominated by the Principal and issued with an ANZ Commercial Card.

"Dependent child/children" means:

- all unmarried children of a Cardholder under the age of 16 who live with the Cardholder; or
- unmarried children of a Cardholder from the age of 16 to the age of 23 who are full-time students attending an accredited institution of higher learning in Australia, and are dependent upon the Cardholder for their maintenance and support and always live with the Cardholder or live with the Cardholder when they are not attending the accredited institution of higher learning.

"Injury/injured" means the loss of life or bodily injury (but not an illness or sickness);

- caused by an accident whilst the Policy is in force; and
- resulting independently of any other cause.

Furthermore, Injury as used with reference to hand or foot, means complete severance through or above the wrist for the hand or through or above the ankle joint for a foot and, as used with reference to eye, means permanent, irrecoverable loss of the entire sight of the eye.

"Principal" means the Account holder who has applied for an ANZ Commercial Card Facility subject to the ANZ Commercial Card Facility Terms and Conditions.

"Spouse" means:

- a married partner of the Cardholder; or
- a de facto spouse/partner of the Cardholder with whom the Cardholder has continuously cohabited for a period of not less than 12 months at the date of the injury.

We may ask you for proof of your relationship.

"Trip" means:

- a journey by the Cardholder as a paying passenger (not as a pilot, driver or crew member etc.) in a licensed plane, tourist bus, train or ferry authorised pursuant to any statute regulation, by law or the equivalent thereof for the transportation of passengers for hire. Provided that before the journey commenced the cost of the journey was charged (after 30 June 2001) to the Cardholder's ANZ Commercial Card; and
- a journey by the Spouse and/or Dependent child/children as paying passengers (not as a pilot, driver or crew members etc.) in a licensed plane, tourist bus, train or ferry authorised pursuant to any statute, regulation, law or the equivalent thereof for the transportation of passengers for hire.

Provided that before the journey commenced the cost of the journey was charged (after 30 June 2001) to the Cardholder's ANZ Commercial Card and they are accompanying the Cardholder who is on a journey.

"Zurich" means Zurich Australian Insurance Limited ABN 13 000 296 640, AFS Licence No: 232507of 5 Blue Street, North Sydney, NSW, 2060.

Coverage

ANZ is not the issuer of this insurance and neither it nor any of its related corporations, guarantee any of the benefits under this Policy. This insurance is provided at no additional cost to the Account holder and ANZ does not receive any commission, remuneration or other benefit from Zurich in relation to this insurance.

Transit Accident Insurance is a benefit offered to current ANZ Commercial Cardholders. This cover provides certain accidental death and injury cover for Cardholders who sustain an injury while riding as a passenger (not as a pilot, driver or crew member etc.) in, or boarding or alighting a plane, tourist bus, train or ferry as outlined in this Policy. In certain circumstances the benefits also extend to the Cardholder's Spouse and Dependent children, provided they are travelling with the Cardholder.

The cover provided, does not include benefits as prescribed under the Insurance Contracts Act 1984 and is only available when, after 30 June 2001 and before the journey commenced, the cost of the journey was charged to the Cardholder's ANZ Commercial Card.

There is no obligation to accept this cover. However, if a person wishes to make a claim under this Policy, they will be bound by the provisions of this Policy. Therefore please read this document carefully and keep it in a safe place and if you require advice on this cover please see your general insurance adviser. Please also keep detailed particulars, including the credit card sales receipt and the relevant ANZ Commercial Card Statement/Report showing the purchase of the trip.

Neither ANZ nor any of its related corporations are Authorised Representatives of Zurich or any of its related companies.

Terms and Conditions

The benefits listed under the Schedule will be paid if the Cardholder, Spouse or Dependent child/children suffer a loss as a result of an injury suffered under

the circumstances specified in points 1, 2, 3, 4 or 5 as follows:

1. The injury is sustained on a trip while riding as a passenger or boarding or alighting the plane, tourist bus, train or ferry.
2. The injury is sustained while riding as a passenger (not as a pilot, driver or crew member etc.), or boarding, or alighting from a licensed taxi or bus or hire vehicle authorised pursuant to any statute, regulation, by-law or the equivalent thereof for the transportation of passengers for hire. Provided the Cardholder, Spouse or Dependent child/children are travelling directly to or from an airport, tourist bus depot, railway station or dock, immediately preceding or following the scheduled trip.
3. When, by reason of an accident specified in 1 or 2 above, a Cardholder, Spouse or Dependent child/children are unavoidably exposed to the elements and, as a result of such exposure, suffers an injury for which indemnity is otherwise payable hereunder such loss shall be covered under the terms of this Policy.
4. If the body of the Cardholder, Spouse or Dependent child/children has not been found within one year of the date of his/her disappearance arising out of an accident which would give rise to a loss as specified in 1, 2 or 3 above, it will be presumed that the Cardholder, Spouse or Dependent child/children suffered loss of life as a result of bodily injury caused by the accident at the time of his/her disappearance.
5. A benefit payable under this Policy, as specified in 1, 2, 3 or 4 above, will be paid to the injured Cardholder or Spouse or, in the event of their death, the benefit will be paid to their legal representative(s). In the event of an injury to a Dependent child/children, the benefit will be paid to the Cardholder.

Exclusions

This Policy does not cover any loss, fatal or non-fatal, caused by or resulting from:

- suicide or self destruction, or any attempt at suicide or self destruction, while sane or insane;
- a hijack or war-like hostilities;

- any Act of Terrorism;
- radioactive contamination;
- consequential loss or damage or punitive damages;
- trips purchased prior to 30 June 2001; or
- an intentional or illegal or criminal act of;
 - the Cardholder; or
 - a person acting on the Cardholder’s behalf; or
 - the Cardholder’s designated beneficiary or executor(s) or administrator(s) or legal heirs or personal legal representative(s) and is not directly attributable to such loss.

Schedule of Benefits

When an accident results in any of the following injuries within one year after the date of the accident, Zurich will pay the amount shown opposite the said injury.

If a person sustains more than one injury resulting from one accident, only the Benefit Amount for the greater injury will be paid.

Injury	Benefit Amount
Loss of Life	A\$250,000
Both hands and/or both feet	A\$250,000
One hand in conjunction with one foot	A\$250,000
The entire sight of both eyes	A\$250,000
The entire sight of one eye in conjunction with one hand and/or one foot	A\$250,000
One hand or one foot	A\$125,000
The entire sight of one eye	A\$125,000

Limits on what we pay

The most Zurich will pay in claims under this Policy, that result from one accident (e.g. bus crash) is AU\$1,000,000 regardless of the number of Cardholders, Spouses and Dependent children injured in the accident.

This means that if as a result of one (1) incident a number of Cardholders, Spouses or Dependent

children were injured, Zurich would pay each person on a proportional basis (using the above schedule) up to a total of AU\$1,000,000. Therefore if five (5) Cardholders lost their lives in the same bus crash, Zurich would pay AU\$200,000 to each of their legal representatives.

Claims Procedures

Zurich shall not be liable to pay any benefit unless the following procedures and requirements have been complied with.

1. Zurich does not hold or collect information about Cardholders, Spouses or Dependent Children until a claim is made. Zurich will however need personal information to assess any claim. Zurich will, in relevant cases, disclose the personal information (other than sensitive information such as health information) to ANZ, Zurich's service providers and business partners.

Where relevant to assess the claim, Zurich will also disclose personal information including sensitive information such as health information to medical practitioners, other health professionals, reinsurers and legal representatives.

Zurich may also disclose personal information (other than sensitive information such as health information) to ANZ in order to allow ANZ to monitor the claims service Zurich provides and to ensure persons are eligible for the insurance.

If the Cardholder, Spouse or Dependent Child does not provide the requested information, the assessment of the claim may be delayed or Zurich may not accept the claim. In most cases, Zurich will give the Cardholders, Spouses or Dependent Children access to their personal information on request.

2. In the event of learning of an occurrence likely to result in a claim, the Cardholder (or their legal representative) must:

Contact Zurich on 132 687 within thirty (30) days of learning of the occurrence likely to result in a claim. A written loss report may be required and if so, should be returned within thirty (30) days of learning of the occurrence.

At his or her expense, furnish all certificates, information and evidence required by Zurich and they should be in such a form and of such a nature as Zurich may reasonably prescribe. In the event of any claim being based on the death of a person Zurich may require that a post-mortem examination be conducted at its own expense.

Give to Zurich all necessary information and assistance they may reasonably require to institute proceedings against other parties for the purpose of enforcing any rights or remedies to which they shall or would become entitled or subrogated upon their making payment or making good any loss or damage under this Policy.

3. Zurich as a member of the Insurance Council of Australia Limited, subscribes to the General Insurance Code of Practice, which sets out standards of best practice. Therefore, if a Principal, Cardholder, Spouse or Dependent Child is unhappy with any service issue or the settlement of a claim, they may have the matter referred to the Internal Dispute Resolution committee of Zurich. This committee consists of senior managers who will review the decision.

If the Principal, Cardholder, Spouse or Dependent Child still disagrees with Zurich's final decision, they can ask the Insurance Ombudsman Service Limited (IOS) ABN 23 062 284 888 (within their terms of reference) to review Zurich's decision.

This is a free service provided by an independent organisation. The person is not bound by the IOS's decision. However Zurich is bound to act immediately on their decision.

Amendment or Termination of the Policy

This Policy may be amended or terminated at any time by written agreement between Zurich and ANZ. Zurich or ANZ, may also terminate this Policy at any time by giving ninety (90) days written notice of the termination to the other party. If the Policy is amended or terminated, ANZ will take all reasonable steps to notify the Principal of the ANZ Commercial Card Facility of the amendment or termination. It is the Principal's responsibility to inform each

Cardholder of the amendment or termination and the Cardholder's responsibility to determine whether or not the insurance is current at the time he or she travels.

ANZ Business One Bonus Partner Terms and Conditions

These terms and conditions apply only to ANZ Business One – Rewards customers (excluding members of the ANZ Business One Cash Rewards program).

These Bonus Partner Terms and Conditions are to be read in conjunction with the ANZ Business One Reward Terms and Conditions and the ANZ Commercial Card Facility Terms and Conditions. To the extent that there is any inconsistency between the ANZ Business One Reward Terms and Conditions and these Bonus Partner Terms and Conditions, the Bonus Partner Terms and Conditions prevail. Terms defined in the ANZ Business One Reward Terms and Conditions have the same meaning in these Bonus Partner Terms and Conditions unless otherwise stated.

In these terms and conditions:

"Bonus Partner" means *"Points Provider"* as defined in the Reward Terms and Conditions.

"Reward Points" means *"Points"* as defined in the Reward Terms and Conditions and includes Bonus Reward Points.

"Bonus Reward Points" means the extra Points that are earned in respect of the acquisition of qualifying goods and services from Bonus Partners in addition to the standard Points earned for spend on the Card.

Bonus Partners and the number of Bonus Reward Points offered by them when goods or services purchased from them are charged to the Card or the Card is produced at the time of a transaction may change without notice. Cardholders should contact the ANZ Business One Rewards Centre to confirm Bonus Partner participation. Only goods and services purchased at Bonus Partners in Australia are eligible for Bonus Reward Points.

1. Australia and New Zealand Banking Group Limited

Subject to the Reward Terms and Conditions, the following Bonus Reward Points accrue when the Accountholder receives approval for any of the products or facilities listed below, where these products/facilities are established in the same business name as the Accountholder's ANZ Business One account:

An ANZ Classic, Extra or Negotiator Business Cheque Account

• 2,500 Bonus Reward Points

ANZ Overdraft – 2,500 Bonus Reward Points

ANZ Business Mortgage Loan or Business Saver Loan

• 7,500 Bonus Reward Points

ANZ Business Loan – 7,500 Bonus Reward Points

Where the following product combinations are approved and established at the same time, the following Bonus Reward Points will accrue instead of the above:

ANZ Classic, Extra or Negotiator Business Cheque Account, plus, an ANZ Overdraft facility – 6,250 Bonus Reward Points

ANZ Classic, Extra or Negotiator Business Cheque Account, plus, an ANZ Business Mortgage Loan, Business Saver Loan or ANZ Business Loan – 12,500 Bonus Reward Points

ANZ Classic, Extra or Negotiator Business Cheque Account, plus, an ANZ Overdraft facility, plus, an ANZ Business Mortgage Loan, Business Saver Loan or ANZ Business Loan – 15,000 Bonus Reward Points

An ANZ Business One card number must be quoted at the time of application for any of the above products/facilities in order to be eligible for the stated Bonus Reward Points. Bonus Reward Points applicable to approved ANZ Overdrafts, Business Mortgage Loans, Business Saver Loans and Business Loans will be awarded upon settlement of these facilities and only available where a full Loan Approval Fee (LAF) has been paid. Any reduction in the normal LAF will prevent the accrual of Bonus Reward Points. Bonus Reward Points applicable to new ANZ Business Classic,

Extra or Negotiator Cheque accounts will be awarded 3 months after the account is opened, provided the account remains open at the completion of the 3 month period.

2. All Seasons, Shangri-La Hotel, Mercure, Novotel and Sofitel Hotels and Resorts

Bonus Reward Points accrue on goods and services charged to the Card at these establishments in Australia to a maximum of 100,000 Bonus Reward Points per Card Account per stay. This also includes services such as telephones, laundry, meals, facsimiles or drinks at the bar that are charged to the Card. Bonus Reward Points also accrue on restaurant meals at these establishments charged to the Card even if you are not staying overnight. We reserve the right not to award points on franchised and external services booked through the hotel and charged to the Card.

3. Crown Towers and Crown Promenade Hotel

Bonus Points are only earned on purchases made on your Card at Crown Towers and the Crown Promenade Hotel as an in-house guest. Points will be earned for all spend charged through to your guest bill folio for that particular visit.

Purchases made from the casino entertainment complex or any other food and beverage points outlet, which are not charged to the Hotel bill folio are not eligible to earn points.

A maximum of 500 Bonus Points can be earned on one transaction at Crown Towers, and a maximum of 300 Bonus Points can be earned on one transaction at the Crown Promenade Hotel.

4. L.J. Hooker

Bonus Reward Points accrue when a property is listed and sold through L.J. Hooker. An ANZ Business One card number must be quoted prior to executing any authority to sell the property.

Only one ANZ Business One card number will be eligible to claim Bonus Reward Points per property listed and sold. The offer of Bonus Reward Points

cannot be used in conjunction with any other card program or special offer.

By signature or first use of the Card, the Accountholder or Cardholder accepts these Terms and Conditions and agrees to be bound by them.

ANZ Business One Reward Terms and Conditions

These terms and conditions apply only to ANZ Business One – Rewards customers (excluding members of the ANZ Business One Cash Rewards program).

General

“Accountholder” means the Person in whose name a Card Account is kept and who is responsible for all transactions on the Card Account.

“ANZ” means Australia and New Zealand Banking Group Limited (ABN 11 005 357 522) and ANZ Rewards (No.2) Pty Limited (ABN 41 082 713 915) and any of their agents or contractors from time to time, including Pinpoint.

“Bonus Reward Points” means the extra Points that are earned in respect of the acquisition of qualifying goods and services from Bonus Partners in addition to the standard Points earned for spend on the Card.

“Card” means an ANZ Business One credit card issued by ANZ.

“Card Account” means the account of each person who has been nominated by the Accountholder and issued with a Card linked to the account of the Accountholder.

“Cardholder” means a Person to whom a Card is issued, at the request of the Accountholder and who is authorised to transact on the Card Account.

“Designated Cardholder” means a Cardholder, who has a Qantas Frequent Flyer Account, named by the Accountholder as a Designated Cardholder for the purposes of clause 25.

“Nominated Cardholder” means a Cardholder in whose name a Points Record has been established or, if there are no such Cardholders in respect of a Card Account, the Accountholder.

“Person” includes a firm, a body corporate, an unincorporated association or an authority.

“Pinpoint” means Pinpoint Pty Limited ACN 002 693 656 and any of its wholly owned subsidiary companies.

“Points” means points added to or subtracted from a Points Record in accordance with these terms and conditions.

“Points Plus Pay” means a method of claiming a nominated Reward by which a Nominated Cardholder utilises a Points Portion as a deposit for a Reward and pays the balance, by either a lump sum or periodic payments whether or not by use of the Card, equal to the cost of the reward less the notional value assigned by ANZ to the Points Portion.

“Points Portion” means a specified number of Points which may vary from time to time at the discretion of ANZ which can be used as a deposit by a Nominated Cardholder seeking to claim a Reward by the Points Plus Pay method.

“Points Provider” means ANZ and any other Person who agrees to provide Points and/or provide Rewards.

“Points Record” means a record established in the name of a Nominated Cardholder for the purpose of determining when the Nominated Cardholder becomes entitled to claim a Reward.

“Qantas Frequent Flyer points” means points in the Frequent Flyer Program operated by or on behalf of Qantas, or its successors, which may be used for the redemption of flights and other awards in the Qantas Frequent Flyer Program.

“Qantas Frequent Flyer Program” means the loyalty program of that name operated by Qantas.

“Reward” means a reward, gift, bonus or other benefit, including but not limited to a Points Portion and Reward Certificate, obtained by a Nominated Cardholder through the accumulation of Points through use of the Card or a Card Account or as otherwise agreed by ANZ.

“Reward Account” means an account opened by the Points Provider which reflects the Points Record.

“Reward Certificate” means a certificate issued by or on behalf of a Points Provider and forwarded to a Nominated Cardholder by ANZ when a request is made by the Nominated Cardholder for a Reward.

“Reward Points List” means the list published by ANZ from time to time of the Points required to claim a Reward in accordance with these terms and conditions.

“Rewards Centre” means the centre operated by ANZ to handle Rewards Statement enquiries and requests for Rewards.

“Rewards Catalogue” means the newsletter published from time to time by ANZ of the Rewards that may be claimed by a Nominated Cardholder in accordance with these terms and conditions and any terms and conditions in the Rewards Catalogue.

“Rewards Statement” means a summary of Points in the Nominated Cardholder’s Points Record which is provided in accordance with clause 20.

2. These terms and conditions and any terms and conditions in the Rewards Catalogue may be changed or amended at any time by ANZ without giving any reason. Nominated Cardholders will be notified of changes to these terms and conditions in such manner as is determined by ANZ.
3. First use of the Card by a Nominated Cardholder will bind the Nominated Cardholder to these terms and conditions, any terms and conditions included in the Rewards Catalogue and any policies or procedures adopted by ANZ.

First use of the Card by a Nominated Cardholder after receipt of a notice of an amendment to these terms and conditions, or the terms and conditions included in the then current Rewards Catalogue or any relevant policies or procedures whichever first occurs, will bind the Nominated Cardholder to those terms and conditions, policies or procedures.

Any failure to follow any applicable terms, conditions, policies or procedures or any misrepresentation of information to ANZ may result in cancellation of accrued Points.

4. Information as to transactions or events resulting in Points being credited or debited, information about the number of such Points being credited or debited, information about the number of such Points accumulated by the Nominated Cardholder and any information relating to the Rewards scheme subsequently disclosed by the Nominated Cardholder to ANZ may be sought, collected, used or disclosed for one or more of the following purposes:

- administering the Rewards scheme and the provision or performance of services relating to that scheme; or
- planning, research, and the promotion and marketing (whatever targeted, direct or indirect) of goods, services or products of ANZ or any Points Provider.

And each Nominated Cardholder specifically authorises ANZ and any of its agents or contractors (including but not limited to Pinpoint) and Points Providers to:

- seek access to, collect and use that information; or
 - disclose that information between themselves, for the above purposes. Each Cardholder understands that this means Points Providers (except ANZ and Qantas) will not have access to the Cardholder's name and address.
5. ANZ has the right to terminate or change Rewards, the Rewards Catalogue or the Reward Points List in whole or in part at any time with or without notice even though changes may affect Points already accumulated. Points Providers also reserve the right to make any changes at any time without prior notice to the goods or services which are qualifying goods or services for the purposes of clause 14 and the number of Points which the Nominated Cardholder will receive as a result of a Cardholder acquiring such goods or services. Points Providers may change without notice.
 6. ANZ reserves the right to cancel or suspend Points relating to a Nominated Cardholder if the Card Account is in arrears, suspension or default, or if the Card Account or a Card is or is reasonably suspected to be operated fraudulently, or if the Cardholder was never eligible to receive the Points or the Points were incorrectly allocated to a Reward Account.

On the death of a Nominated Cardholder, any Points accrued to the credit of that Nominated Cardholder are cancelled.

7. ANZ will use its reasonable endeavours to transmit Rewards Statements, notices and other material relevant to the Nominated Cardholder to advise the Nominated Cardholder of various matters of interest including changes to these terms and conditions, Rewards, the Rewards Catalogue or the Reward Points List but ANZ expressly disclaims

any liability for failure to do so. ANZ will not be responsible for correspondence lost or delayed in the mail. Any Rewards Statement or notice will be deemed to have been given by ANZ if posted to the Nominated Cardholder's mailing address. The Nominated Cardholder is responsible for advising ANZ of any changes of address.

8. Cards, Points, Rewards or Reward Certificates may not be transferred or sold. However, Points may be used to claim as a Reward the redemption of Points for Qantas Frequent Flyer points. The Cardholder must have a Qantas Frequent Flyer Account to redeem Points for Qantas Frequent Flyer points.
9. Subject to clause 10, the Nominated Cardholder's entitlement to claim Rewards is based on Points shown on their most recent Rewards Statement.
10. Subject to clause 11, Points must be used to claim a Reward within 36 months of 31 December of the year in which the Points were added to a Points Record. Points remaining unused after that period will be cancelled.
11. Subject to clauses 6 and 22, in the event a Card Account is closed or ANZ determines (in its discretion) that a Cardholder was never eligible to accrue Points for whatever reason, the associated Rewards Account will be closed on the date that is 90 days after:
 - the closure of the Card Account; or
 - ANZ determines the Cardholder's ineligibility.

Any claim for a Reward must be made within this 90 day period. Any points remaining unused after that period will be cancelled.

12. Rewards can be selected only from the Rewards Catalogue current at the time the Nominated Cardholder seeks to claim a Reward, subject to clause 37 and to any changes to the Rewards made from time to time. In some situations ANZ may source additional Rewards for particular customers, however ANZ is not obligated to offer this service to all customers.
13. ANZ will not be liable for any delay or inability to provide any Rewards caused by circumstances beyond the control of ANZ including strikes or industrial dispute, acts of God, flood, weather, aircraft unserviceability or unavailability, war, terrorism or civil disturbance.

Earning Points

14. An Accountholder is required to choose whether all Cardholders will have Points Records established in their names, or none. The Accountholder may change its choice to nominate, or not to nominate, all Cardholders only once in any twelve month period.

A Points Record will be established:

- for each Cardholder, if the Accountholder nominates the Cardholders for that purpose; or
- if the Accountholder chooses not to nominate Cardholders, for that Accountholder.

Points will be added to a Points Record:

- in the case of the Points Record for a Nominated Cardholder other than the Accountholder, by use of the Card issued to that Nominated Cardholder (known as "individual Points"); or
- in the case of an Accountholder's Points Record, by use of the Card issued to any Cardholder (known as "Consolidated Points").

The Nominated Cardholder will accumulate Points from ANZ relative to the number of Australian dollars charged, billed and paid on the Card Account by use of the Card issued to the Nominated Cardholder and, in the case of an Account holder, by use of a Card issued to a Cardholder who is not a Nominated Cardholder, in both cases subject to the following exclusions (in relation to which no Points will be accrued): interest charges, government charges, bank fees, Balance Transfers, Funds Transfers, Card Account adjustments resulting from disputed Transactions or otherwise, Cash Advances and cash equivalent transactions, including, but not limited to:

- foreign exchange, travellers cheque and gambling purchases, and utility bills paid in person at a bank or Australia Post.
15. Subject to clause 14, the Nominated Cardholder will accumulate one Point for every \$1.50 spent on purchases using the Card. This earn rate does not apply to the rate at which the Nominated Cardholder earns Bonus Reward Points, which will be specified in the then current Rewards Catalogue or other communication from ANZ.

16. When the Accountholder obtains a refund or reimbursement (for example, for returned merchandise or disputed transactions) for charges previously incurred, a "credit" is issued to the Card Account in the amount of the reimbursement granted. Such credits posted to the Card Account including but not limited to those arising from returned goods or services, will reduce the Points accrued to the relevant Nominated Cardholder referable to the adjustment.
17. Points are not property, have no monetary value, are not convertible and can only be redeemed for Rewards. Points are used to record when the Nominated Cardholder becomes entitled to a Reward.

The obligation to provide Rewards in accordance with these terms and conditions, the Reward Points List and the Rewards Catalogue is an obligation of ANZ and the Nominated Cardholder will have no recourse against any Points Provider in respect of Points recorded in the Nominated Cardholder's Points Record. There will be no refunds for Points which are not used to claim a Reward.

18. Points will accrue monthly based on the relevant Card Account statement period and use of the relevant Cards in the previous month.
19. ANZ expressly reserves the right to establish additional means of accruing Points, to delete any or all of the means currently recognised or to exclude specific types of transactions from the accumulation of Points.
20. Reward Statements will be issued quarterly showing Points accrued together with details of any Rewards claimed. Rewards Statements will be sent to:
 - (a) each Nominated Cardholder; or
 - (b) if an Accountholder has chosen not to nominate any Cardholder in accordance with clause 14, the Accountholder.

Requests for missing Points must be submitted in writing to the Rewards Centre and be accompanied by a legible copy of the relevant sales receipts or Card Account statements.

ANZ will investigate all Reward Statement queries but reserves the right to be the final arbiter in the event of any dispute. ANZ further reserves the right to adjust Points Records retrospectively in the event of incorrect crediting or debiting whether due to the error of ANZ, any Points Provider or otherwise.

Obtaining Rewards

21. All questions or disputes regarding eligibility for Rewards or the eligibility of Points for accrual will be resolved by ANZ in its sole discretion.
22. If a Card Account is in arrears, suspension or default no Rewards will be claimable.
23. A Nominated Cardholder may choose to:
 - Accrue further Points towards a higher value Reward or multiple Rewards; or
 - Make a claim for a Reward, if sufficient Points have accumulated.

However, ANZ may, in its sole discretion:

- allow the Nominated Cardholder to top up the Points available to the Nominated Cardholder with cash or use of the Card in order to qualify for a Reward;
- arrange for Rewards to be available to Nominated Cardholders other than by the accumulation of Points.

To request a Reward, the Nominated Cardholder must have accumulated the required number of Points in his or her Rewards Statement. Subject to these terms and conditions and any terms and conditions in the Rewards Catalogue ANZ will forward a Reward to the Nominated Cardholder when a request is made for a Reward. After accumulating the required number of Points, the Nominated Cardholder may, subject to the time limits for redeeming the Points and any restriction on the number of multiple Rewards of the one type that may be claimed, request a Reward Points List and rewards Catalogue.

24. Points used to claim a Reward will be deducted from the Nominated Cardholder's Points Record at the time the request is received by the Rewards Centre and the deduction will be reflected in the next Rewards Statement. The oldest Points in the Nominated Cardholder's Points Record will

be deducted first when a Reward is claimed. All enquiries regarding Reward Statements must be made to the Rewards Centre within 90 days of the date of issue.

25. A Nominated Cardholder who has a Qantas Frequent Flyer Account may redeem Points accrued to their Points Record for Qantas Frequent Flyer points credited to their own Qantas Frequent Flyer Account.

Where Points only accrue to the Points Record of the billing account, an Accountholder may nominate up to two Cardholders who are employees of the Accountholder to redeem those Points for Qantas Frequent Flyer points credited to their own Qantas Frequent Flyer Account.

A Designated Cardholder must be nominated for a period of at least 12 months, except where the Designated Cardholder leaves the employment of the Accountholder, at which time the Accountholder may immediately nominate a new Designated Cardholder. The Accountholder may replace a Designated Cardholder at any time and for any reason after the initial 12 month term.

The number of Points required to redeem Qantas Frequent Flyer points will be specified in the then current Rewards Catalogue or other communication from ANZ. Nominated Cardholders and Designated Cardholders may only redeem Points for Qantas Frequent Flyer points in multiples of 2,000 Points at a time.

Points are redeemed for Qantas Frequent Flyer points by mailing or faxing the Rewards claim form to the ANZ Business One Rewards Centre or by calling the Rewards Centre. Redemption for Qantas Frequent Flyer points takes two business days.

The terms and conditions of the Qantas Frequent Flyer Program apply to any Points redeemed for Qantas Frequent Flyer points.

26. Rewards must be applied for by the Nominated Cardholder or the Designated Cardholder (as the case may be) personally.
27. Rewards cannot be taken by pooling of Points by Persons with different Card Accounts.

28. Rewards cannot be returned for Points to a Points Record or cashed in.
29. Except as provided in any law which cannot lawfully be excluded or modified by agreement, ANZ:
 - makes no warranties or representations either express or implied and expressly disclaims any all liabilities (including for consequential damages) with respect to type, quality, standard or fitness or suitability for any purpose or Rewards;
 - expressly disclaims any and all liabilities in respect of negligence and breach of terms implied by law (including statute);
 - does not accept any liability with respect to death, injury, or any consequential loss arising from the supply of a Reward or from the loss, theft or destruction of a Reward.

In the event that ANZ is liable for breach of any term implied by law, ANZ limits that liability where it is entitled to do so to:

- replacement or repair of the Reward or payment of the cost of replacing or repairing the Reward; and
 - supplying the services again or payment of the cost of having the services supplied again.
30. All Rewards are subject to availability and substitutions may be necessary. Special condition may apply in relation to individual Rewards.
 31. Once a request for a Reward has been made, it cannot be cancelled or changed for a Reward of any other form.
 32. All Reward Certificates must be used by the expiry date shown on the certificate.
 33. Rewards will be sent by mail to the address last notified by the Nominated Cardholder to ANZ. ANZ and Pinpoint will not be responsible for any lost or delayed mail.
 34. Reward Certificates and, where applicable, Rewards will not be replaced if lost, stolen or otherwise destroyed.

35. ANZ may at any time and in its sole discretion, and without prior notice to the Nominated Cardholder, withdraw, limit, modify, cancel or increase the continued availability of any Reward or the number of Points required to obtain a particular Reward. ANZ expressly reserves the right to limit the number of multiple Rewards of any one type which a Nominated Cardholder may claim at any one time or from time to time.
36. ANZ does not accept any liability whatsoever in connection with any Points Provider's refusal to accept a Reward Certificate. Subject to these terms and conditions Rewards are obtained from Points Providers by ANZ on behalf of the Nominated Cardholder claiming the Reward. The rights (if any) which the Nominated Cardholder may have in connection with a Reward are solely against the supplier of the Reward. The Nominated Cardholder may contact the Rewards Centre to assist in the resolution of any dispute with a supplier of the Reward.
37. Every effort is made to ensure that the information provided in the Reward Points List, Bonus Partner listing, Rewards Statements and the Rewards Catalogue is correct. However, ANZ expressly disclaims any responsibility for any inaccuracy or misdescription contained in it. As the Rewards offered may change from time to time the Nominated Cardholder should always contact the Rewards Centre to ensure that their Reward Points List, Rewards Statement and Rewards Catalogue is current before claiming a Reward.
38. Any tax liability, stamp or other duty or other government charge or reporting requirement in connection with or on any benefit derived by the Nominated Cardholder from the use of a Card or receipt of a Reward is the Nominated Cardholder's or the Accountholder's responsibility.

ANZ Business One Cash Rewards Terms & Conditions

These terms and conditions apply only if you have selected the ANZ Business One Cash Rewards option.

General

1. In these terms and conditions:

“Accountholder” means the Person in whose name a Card Account is kept and who is responsible for all transactions on the Card Account.

“ANZ” means Australia and New Zealand Banking Group Limited (ABN 11 005 357 522) and ANZ Rewards (No.2) Pty Limited (ABN 41 082 713 915) and any of their agents or contractors from time to time.

“Card” means an ANZ Business One credit card issued by ANZ.

“Cardholder” means a Person to whom a Card is issued, at the request of the Accountholder and who is authorised to transact on the Card Account.

“Cash Reward” means a cash reward payment made by ANZ to the Accountholder’s Billing Account, which is calculated through the use of the Card or a Card Account or as otherwise agreed by ANZ, in accordance with these terms and conditions.

“Person” includes a firm, a body corporate, an unincorporated association or an authority.

2. These terms and conditions apply only to Accountholders who have selected the ANZ Business One Cash Rewards Option.
3. These terms and conditions may be changed or amended at any time by ANZ without giving any reason. Accountholders will be notified of changes to these terms and conditions in such manner as is determined by ANZ.
4. First use of any Card or the Account will bind the Accountholder to these terms and conditions and any policies or procedures adopted by ANZ.
5. First use of any Card or the Account, after receipt of a notice of an amendment to these terms and conditions, or any relevant policies or procedures whichever first occurs, will bind the Accountholder to those terms and conditions, policies or procedures.

6. Any failure to follow any applicable terms, conditions, policies or procedures or any misrepresentation of information to ANZ may result in cancellation of a Cash Reward.
7. Information as to transactions or events resulting in a Cash Reward being paid by ANZ to the Accountholder's Billing Account, information about the number of such Cash Reward payments, and any information relating to the Cash Rewards Program subsequently disclosed by the Accountholder to ANZ may be sought, collected, used or disclosed for one or more of the following purposes:
 - administering the Cash Rewards Program and the provision or performance of services relating to that Program; or
 - planning, research, and the promotion and marketing (whatever targeted, direct or indirect) of goods, services or products of ANZ

And each Accountholder specifically authorises ANZ and any of its agents or contractors to:

- seek access to, collect and use that information; or
 - disclose that information between themselves, for the above purposes.
8. ANZ has the right to terminate or change Cash Rewards in whole or in part at any time with or without notice even though changes may affect Cash Rewards already accumulated during a monthly billing cycle.
 9. ANZ reserves the right to cancel or suspend Cash Rewards relating to an Accountholder if the Card Account is in arrears, suspension or default, or if the Card Account or a Card is or is reasonably suspected to be operated fraudulently.

On the closure of a Billing Account, any Cash Rewards accrued during a monthly billing cycle are cancelled.

10. ANZ will use its reasonable endeavours to transmit notices and other material relevant to the Accountholder to advise the Accountholder of various matters of interest including changes to these terms and conditions but ANZ expressly disclaims any liability for failure to do so. ANZ will not be responsible for correspondence

lost or delayed in the mail. Any notice will be deemed to have been given by ANZ if posted to the Accountholder's mailing address. The Accountholder is responsible for advising ANZ of any changes of address.

11. Cards or Cash Rewards may not be transferred. Cash Rewards will accrue at the Billing Account level and will be allocated solely to the Accountholder and Cash Rewards will not be allocated to individual cardholders.
12. The Accountholder's entitlement to receive Cash Rewards is based on the amount charged, billed and debited in Australian Dollars to any Card on the Account in respect of transactions shown on the Accountholder's Statement.
13. Subject to these terms and conditions, Cash Rewards will automatically be calculated at the end of each monthly billing cycle and will appear as a credit on Accountholders' next Billing Account Statement.
14. ANZ will not be liable for any delay or inability to provide any Cash Rewards caused by circumstances beyond the control of ANZ including strikes or industrial dispute, acts of God, flood, weather, aircraft unserviceability or unavailability, war, terrorism or civil disturbance.

Earning Cash Rewards

15. The Accountholder will accumulate Cash Rewards during each monthly billing cycle and will then receive Cash Rewards from ANZ relative to the number of Australian dollars charged, billed and debited to any Card on the Account subject to the following exclusions (in relation to which no Cash Rewards will be accrued): interest charges, government charges, bank fees, Card Account adjustments resulting from disputed transactions or otherwise, including but not limited to credits from returned goods or other adjustments, Cash Advances and any cash equivalent transactions including foreign exchange, travellers cheque, gambling chip purchases, and utility bills paid in person at a bank or Australia Post.
16. Subject to clause 15, the Accountholder will accumulate \$0.005 for every \$1.00 spent on purchases using any Card on the Account,

rounded to the nearest cent each month. Cash Rewards will accrue and be paid monthly based on the relevant Card Account statement period and use of the relevant Cards in each month.

17. ANZ expressly reserves the right to establish additional means of accruing Cash Rewards, to delete any or all of the means currently recognised or to exclude specific types of transactions from the accumulation of Cash Rewards.
18. Requests for unpaid Cash Rewards must be submitted in writing to the ANZ Business One Service Centre within six months and be accompanied by a legible copy of the relevant sales receipts or Card Account statements. ANZ will investigate all Cash Reward queries but reserves the right to be the final arbiter in the event of any dispute. ANZ further reserves the right to adjust Cash Rewards retrospectively in the event of incorrect crediting or debiting whether due to the error of ANZ or otherwise.

Obtaining Cash Rewards

19. All questions or disputes regarding eligibility for Cash Rewards or the eligibility of Cash Rewards for accrual will be resolved by ANZ in its sole discretion.
20. If a Card Account is in arrears, suspension or default, Cash Rewards may not be accrued to the Billing Account of the Accountholder.
21. Except as provided in any law which cannot lawfully be excluded or modified by agreement, ANZ:
 - makes no warranties or representations either express or implied and expressly disclaims any all liabilities (including for consequential damages) with respect to Cash Rewards;
 - expressly disclaims any and all liabilities in respect of negligence and breach of terms implied by law (including statute);
 - does not accept any liability with respect to death, injury, or any consequential loss arising from the supply or failure to supply a Cash Reward.

In the event that ANZ is liable for breach of any term implied by law, ANZ limits that liability where it is entitled to do so to make payment of the Cash Reward.

22. If the Cash Rewards option is chosen for the relevant ANZ Business One Facility, no other rewards option can be applied to the Facility other than Cash Rewards. A change to another rewards option, offered as part of the ANZ Business One Facility, can only take place once in any twelve-month period from the date of the first anniversary of:
 - (i) the acceptance of the ANZ Business One Facility Terms and Conditions; or
 - (ii) a previous change from a previous rewards option.
23. ANZ may at any time and in its sole discretion, and without prior notice to the Accountholder, withdraw, limit, modify, cancel or increase the continued availability of Cash Rewards or the method of calculation, (referred to in clause 16), of the spend required to accumulate Cash Rewards.
24. Any tax liability, stamp or other duty or other government charge or reporting requirement in connection with or on any benefit derived by the Accountholder from the use of a Card or receipt of a Cash Reward is the Accountholder's sole responsibility.

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