



ANZ Digital Key Terms and Conditions and Licence Agreement

Philippines edition

1. Introduction

ANZ Digital Key is an application by which a transaction request or non-financial action on an ANZ Electronic Banking Channel (being any internet/online channel provided by an ANZ Group Member or a third party which enables you to access account(s), use certain services and/ or give instructions (“**Action**”)) can be authenticated.

These ANZ Digital Key Terms and Conditions and Licence Agreement (Philippines Edition) (“**Terms**”) apply to you as the user of ANZ Digital Key.

In these Terms:

- “**Action**” has the meaning given to it in the introduction above.
- “**ANZ**” means ANZBGL or the ANZ Group Member which provides you and the ANZ Customer with access to ANZ Digital Key;
- “**ANZBGL**” means Australia and New Zealand Banking Group Limited;
- “**ANZ Customer**” means the legal entity agreed and accepted by an ANZ Group Member to access and use the particular ANZ Electronic Banking Channel, and which you are duly authorised to represent;
- “**ANZ Digital Key**” means an application by which a transaction request or non-financial action on an ANZ Electronic Banking Channel by the user is authenticated;
- “**ANZ Digital Key App**” means the application to use ANZ Digital Key which can be downloaded from the Apple App Store or Google Play;
- “**ANZ Group Member**” means any of ANZBGL and its subsidiaries, including all branches and representative or regional offices.
- “**you**” means the user of the ANZ Digital Key (who has been appointed by the ANZ Customer).

You agree to receive these Terms and any amendment to them electronically via the Apple App Store, Google Play, mobile device, email, SMS or the ANZ Electronic Banking Channel, as well as during the registration process for ANZ Digital Key in the ANZ Electronic Banking Channel.

2. Eligibility

To use ANZ Digital Key you must:

- a. be duly authorised by the ANZ Customer to use the Electronic Banking Channel and perform the specific actions on such;
- b. download the ANZ Digital Key App from the Apple App Store or Google Play to an eligible device that is enabled for cellular or wireless internet connection as set out at <http://www.anz.com/corporate/products-services/online-security/device-user-guide/> (“**Mobile Device**”).

ANZ Digital Key can only be used on one Mobile Device per individual (e.g. ANZ Digital Key cannot be installed and synced on both a mobile phone and a tablet).

3. Functionality

Before you can use ANZ Digital Key, you must follow and complete the entire registration process in the ANZ Electronic Banking Channel. ANZ Digital Key may not properly operate if you do not do so.

If you are required to authenticate an Action by the ANZ Electronic Banking Channel and you do not authenticate the Action or are unable to access ANZ Digital Key to authenticate the Action, ANZ may not process the Action.

In this instance, you can call ANZ on the phone numbers set out on <http://www.anz.com/auxiliary/global-digitalservices/> to request assistance.

4. Activation code and PIN

You will be issued with an SMS, email or other communication containing an activation code to activate ANZ Digital Key. You must not disclose these details to anyone and keep them secure.

When you log onto ANZ Digital Key for the first time, you will be prompted to set up a 6 digit PIN.

You agree that you will not:

- a. disclose this PIN to any other person (including the ANZ Customer); or

- b. allow any other person to see you entering your PIN; or
- c. record your PIN in writing, especially in a manner that is kept with the Mobile Device or is liable to theft at the same time as the Mobile Device (unless you make a reasonable attempt to protect the security of the PIN); or
- d. act with extreme carelessness in failing to protect your PIN.

Warning

You must not use your birth date or an alphabetical code which is a recognisable part of your name as a PIN, or select sequential numbers, for example, '12345' or where all numbers are the same, for example, '11111'. If you do, the ANZ Customer may be liable for any loss suffered from an unauthorised Action.

5. Biometric authentication

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

Important

If you enable or use a Biometric Identifier to access ANZ Digital Key, you must ensure that your Biometric Identifier is the only Biometric Identifier stored on the Mobile Devices you use to access ANZ Digital Key. However if another person has stored their Biometric Identifier on the Mobile Device you use to access ANZ Digital Key in breach of these Terms, you acknowledge that they may be able to authenticate Actions on ANZ Digital Key and these Actions will be treated as having been authenticated by you and conducted with your knowledge and consent for the purposes of the Terms that govern the use by you and by the ANZ Customer of the ANZ Electronic Banking Channel.

6. Your obligations

You agree you will:

- a. Cease using ANZ Digital Key and delete it from your Mobile Device when you cease your employment or other similar relationship with the ANZ Customer or if you are instructed to by the ANZ Customer;
- b. Not leave your Mobile Device unattended and/or left logged into ANZ Digital Key;
- c. Lock your Mobile Device or take other steps necessary to stop unauthorised use of ANZ Digital Key;
- d. Notify ANZ immediately, and immediately cease to use the ANZ Digital Key PIN to access ANZ Digital Key, if your Mobile Device is lost or stolen, or if your Mobile Device service is suddenly disconnected without your permission (which may indicate mobile phone porting);
- e. Notify ANZ immediately, and immediately cease to use the ANZ Digital Key PIN to access ANZ Digital Key, if you become aware or suspect that your password or PIN is compromised, disclosed, used without your authority, or is lost or stolen;

- f. Notify ANZ immediately, and immediately cease to use the ANZ Digital Key PIN to access ANZ Digital Key, if your ANZ Digital Key App appears to be faulty, damaged, misused, or compromised;
- g. Not use ANZ Digital Key for any purpose other than to respond to an authentication request for Actions;
- h. Not act fraudulently or maliciously in relation to the ANZ Digital Key application or software. As examples, you will not copy, modify, adversely effect, reverse engineer, hack into or insert malicious code into the ANZ Digital Key application or software;
- i. Only install applications from either the Apple App Store or Google Play on your Mobile Device, and that you will not override the software lockdown on your Mobile Device (for example 'obtaining root access' on an Android device and 'jailbreaking' on an Apple device);
- j. Not permit any other person to store their Biometric Identifier on your Mobile Device;
- k. Before you sell or permanently give your Mobile Device to any person, delete ANZ Digital Key and if you have enabled a Biometric Identifier for access to ANZ Digital Key, disable this feature within the App (e.g. disable Touch ID or Face ID);
- l. Notify ANZ immediately, and immediately cease to use ANZ Digital Key, in case of a breach or potential breach of any of your obligations in these Terms; and
- m. Cease using your ANZ Digital Key if requested by ANZ.

You also agree that you are solely responsible for your own Mobile Device's anti-virus and security issues and those to prevent unauthorised access to ANZ Digital Key.

7. Liability

It is your choice to register (or deregister) for ANZ Digital Key.

ANZ will not be liable for any inability and/or failure of your Mobile Device to access ANZ Digital Key, or for any loss or damage to your Mobile Device resulting from your access or use, or attempted access or use, of ANZ Digital Key (including downloading any associated applications for the ANZ Digital Key (if any)), and you should satisfy yourself as to these matters before attempting to access or use ANZ Digital Key.

ANZ will not be liable for any loss or consequences to you as a result of your access or use of ANZ Digital Key including loss arising from any security breach, if you have acted fraudulently (either alone or together with any other person), if you have installed applications on your Mobile Device other than those available from the Apple App Store, Google Play or other location permitted by ANZ, or if you have caused or contributed to that loss, for example, by failing to comply with these Terms, save that ANZ shall remain liable to you, for any direct loss to the extent that loss is caused by the negligence, wilful misconduct or fraud of ANZ.

You acknowledge that any unauthorised reproduction by you of any proprietary information provided or available via ANZ Digital Key or any portion of it may result in legal action being taken.

8. Suspension or termination of use and service quality

ANZ may suspend or terminate your use of ANZ Digital Key, or discontinue ANZ Digital Key without notice to you if:

- a. you cease to be authorised by the Customer to undertake Actions on their behalf;
- b. ANZ reasonably suspects that ANZ Digital Key has been used fraudulently or illegally.

The provision and subsequent use of ANZ Digital Key is subject to the reliability and availability of third party service providers including software

providers and network service providers, which may be selected or engaged either by you or by ANZ.

- i. Third-party service providers selected or engaged by you: ANZ shall have no liability whatsoever for any direct or indirect loss, damage, or reduced level of service arising from or in connection with any third-party service provider selected or engaged by you, and any such providers shall be used at your own risk.
- ii. Third-party service providers selected or engaged by ANZ: ANZ shall not be liable for any indirect loss suffered by you arising from or in connection with any failure, delay, interruption, or reduced level of service caused by a third-party service provider selected or engaged by ANZ, provided that ANZ:
 - a. exercised reasonable care and diligence and complied with applicable regulations in the selection and engagement of such service provider; and
 - b. has not otherwise acted negligently or in bad faith, or committed fraud or willful misconduct.

Nothing in this provision shall exclude or limit ANZ's liability for any direct loss to the extent caused by the bad faith, negligence, fraud, or willful misconduct of ANZ, whether arising from ANZ's own acts or omissions or those of its third-party service providers.

9. Data collection

You agree that ANZ may collect various information relating to your Mobile Device. This is required for ANZ Digital Key to properly function and for security purposes, for ANZ to better provide assistance if you contact us for assistance and to further develop ANZ Digital Key. ANZ will not use this information in any other manner.

The information collected may include application type and version, network type and carrier name, IP address, device type and model, operating system and security information related to your

Mobile Device (e.g. whether you have jailbroken your Mobile Device). If you do not consent to the collection of this information, you should not activate or cease using ANZ Digital Key.

10. Changes to ANZ Digital Key and the ANZ Digital Key Terms and Conditions

ANZ can change these Terms at any time on sixty (60) days' notice. Notwithstanding the above, ANZ will not give you prior notice

- i. where changes are outside of ANZ's control, except to the extent such notification is otherwise required by law; or
- ii. where the changes are required by law to take immediate effect, in which case they will take effect immediately.

ANZ will notify you of the above changes to ANZ Digital Key electronically via the Apple App Store, Google Play, mobile device, email, SMS or the ANZ Electronic Banking Channel.

11. Fees and charges

Using ANZ Digital Key will not incur any additional fees charged by ANZ. You may incur charges from your internet and/or mobile service provider for downloading and using ANZ Digital Key. Any such charges are your sole responsibility and any matters regarding these charges should be raised with your mobile service provider.

12. Other matters

In relation to these Terms, no delay or failure to act by ANZ will be construed as a waiver of or in any way prejudice, of any of ANZ's rights. No waiver will be effective unless it is in writing. A waiver or a breach will not waive any other breach.

13. Apple Inc. licensing

If you are using ANZ Digital Key with an iPhone or iOS Mobile Device, you acknowledge that these Terms are between ANZ and you, and not Apple Inc. (“**Apple**”). You are given a non-transferable licence to use ANZ Digital Key on your Mobile Device in accordance with these Terms and the Apple Usage Rules in the Apple Store Terms of Service.

Subject to these Terms, ANZ is solely responsible for ANZ Digital Key, and Apple is not responsible for ANZ Digital Key in any way. To the maximum extent permitted by law, Apple has no warranty obligations whatsoever with respect to ANZ Digital Key. You agree that ANZ, and not Apple, is responsible for:

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

You warrant that you are not located in a country that is subject to a US Government embargo or is designated by the US Government as a “terrorist supporting” country, and you are not listed on any US Government list of prohibited or restricted parties. You must comply with all third party service providers terms of use (for example, software providers and network service providers) when using ANZ Digital Key.

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

14. Google Inc. licensing

If you are using ANZ Digital Key with an Android Mobile Device, you are given a non-transferable licence to use ANZ Digital Key on your Mobile Device in accordance with these Terms and subject to the Terms of Services and Policies applicable to your use of Google Play.

You warrant that you are not located in a country that is subject to a US Government embargo or is designated by the US Government as a “terrorist supporting” country, and you are not listed on any US Government list of prohibited or restricted parties. You must comply with all third party service providers terms of use (for example, software providers and network service providers) when using ANZ Digital Key.

15. Contact

If you have any concerns relating to (i) the loss of Mobile Device on which ANZ Digital Key was registered; (ii) any suspected or actual security breach involving the ANZ Digital Key, or (iii) any replacement of, or change to, any Mobile Device used to generate or receive ANZ Digital Key, you should immediately notify ANZ through one of the following customer hotlines:

- a. by telephone at (63)(2) 8841 7741
- b. by electronic mail at PH_YourWay@anz.com, or
- c. by postal mail sent to 14th Floor Solaris One Building, 130 Dela Rosa St., Legazpi Village, 1229 Makati City.



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