

NOTIFICATION OF CHANGES - ANZ V2+ BROKING - TERMS AND CONDITIONS

From 01 May 2025, the following changes to the ANZ V2+ Broking - Terms and Conditions take effect:

Section and/or Subsection	Description of Change
Page: 80 SECTION 8. ELECTRONIC BANKING CONDITIONS OF USE	Remove the section with the heading “Transferring a PayTo Payment Agreement”.
Page: 82 SECTION 8. ELECTRONIC BANKING CONDITIONS OF USE	<p>Under the heading “Unauthorised PayTo Payments”, replace the last paragraph with the following:</p> <p>If you become aware of a payment being made from your Account, that is not permitted under the terms of your PayTo Payment Agreement (such as the payment frequency or the amount debited) or was not authorised by you, you can contact the Payee to resolve this matter directly with them. You can also ask us to raise an enquiry with the Payee’s financial institution in an attempt to recover funds on your behalf.</p>

Section and/or Subsection	Description of Change
<p>Page: 85</p> <p>SECTION 8. ELECTRONIC BANKING CONDITIONS OF USE (cont.)</p>	<p>After the subsection “ANZ’s Liability Under PayTo”, add new subsection “Confirmation of Payee” with the following:</p> <p>Confirmation of Payee</p> <p>This clause applies when Confirmation of Payee is available for your Account and in your digital channel (either in part or in full).</p> <p>For more information about Confirmation of Payee, please refer to anz.com</p> <p>In this clause:</p> <ul style="list-style-type: none"> • Account Details means our record of your Account including the date your Account was opened, BSB, account number, account name, your full legal account name and any alternative name recorded on your account (where permitted). • Confirmation of Payee is an initiative of Australian Payments Plus. It is the industry-wide service which allows payers to check whether the bank account details entered by a payer match the account details held by the payee’s bank. <p>Making payments: conducting a Confirmation of Payee check</p> <p>When you make an electronic transfer to a new payee or add, update or edit a saved payee (and in other circumstances, as we make available from time to time), the Confirmation of Payee may check the payee name you enter against the name and account details held by the payee’s bank.</p> <p>Match outcomes</p> <p>Confirmation of Payee may provide you with a match outcome.</p> <p>A match outcome is provided to help you make a decision about what to do next – for e.g., continue with the payment, check the details again or choose not to proceed with the payment altogether.</p> <p>More detail about what the match outcome means can be found on anz.com</p>

Section and/or Subsection	Description of Change
<p>Page: 85</p> <p>SECTION 8.</p> <p>ELECTRONIC BANKING CONDITIONS OF USE</p> <p>(cont.)</p>	<p>It's your responsibility to enter the right details</p> <p>To enable Confirmation of Payee to check the details you have entered and provide a match outcome, you must accurately enter the account name and BSB and account number as provided by the payee.</p> <p>Confirmation of Payee will not stop you from making a payment (unless Confirmation of Payee shows that the account you are trying to pay has been closed). We rely on you to make sure that all transaction details are correct. Read '<i>Processing Instructions – general</i>'.</p> <p>Misuse of Confirmation of Payee</p> <p>You must only use Confirmation of Payee to check that the account details you enter match the details of the person you want to transfer money to. You must comply with these T&Cs when you are using it.</p> <p>We may limit or suspend your use of Confirmation of Payee if we believe it is reasonably necessary to protect you or us or anyone else from possible fraudulent activity, scams or other activities that might cause you or us or anyone else to lose money.</p> <p>Use and disclosure of your Account Details</p> <p>You acknowledge and authorise:</p> <ul style="list-style-type: none"> • us to use and disclose your Account Details to Confirmation of Payee; and • other financial institutions to use your Account Details for the purposes of Confirmation of Payee when someone wants to make a payment to you. <p>If you do not want your information made available in this way, you can contact us to request to opt-out. See '<i>Contact Details</i>'.</p> <p>Notwithstanding any such request made to ANZ, you acknowledge and authorise us to confirm, disclose, store and use your Account Details through Confirmation of Payee to government agencies making a payment to you.</p>

Section and/or Subsection	Description of Change
<p>Page: 85</p> <p>SECTION 8.</p> <p>ELECTRONIC BANKING CONDITIONS OF USE</p> <p>(cont.)</p>	<p>To the extent your Account Details and the use of your Account Details constitutes disclosure, storage and use of your personal information within the meaning of the Privacy Act, you acknowledge and agree that you consent to that disclosure, storage and use.</p> <p>Further information about how we handle your personal information can be found in our Privacy Policy which is available on anz.com/privacy</p>

ANZ V2+BROKING

TERMS AND CONDITIONS
14.01.2025



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References to ANZ and CMC Markets

In these Terms and Conditions: 'we', 'us', 'our' and 'ANZ' refer to Australia and New Zealand Banking Group Limited ABN 11 005 357 522. Australian Financial Services Number 234527.

'CMC Markets' means CMC Markets Stockbroking Limited ABN 69 081 002 851. Australian Financial Services Number 246381.

Application of these Terms and Conditions

If you are opening a new account, these Terms and Conditions will apply immediately.

In addition to these Terms and Conditions, other terms and conditions, including those implied by law, apply. To the extent permitted by law, these Terms and Conditions shall prevail in the event of any inconsistency.

If the law implies terms and conditions which cannot be excluded, our liability under those implied terms and conditions will be limited to the maximum extent permitted by law.

This document must be read in conjunction with the 'ANZ Personal Account Fees and Charges booklet'. In addition to the fees and charges set out in the 'ANZ Personal Account Fees and Charges booklet', other fees and charges can apply for specific services or account activities. These are set out in the 'ANZ Personal Banking General Fees and Charges' booklet. Both of these fees and charges booklets are available online at www.anz.com/accounttermsconditions and are also part of the terms that apply to your account. See section 3.1.1 for more information.

Banking Code of Practice

If you are an individual or a small business (as defined in the Banking Code of Practice), we are bound by the Banking Code of Practice when we provide our products and services to you.

NOT INDEPENDENT

ANZ cannot refer to itself as 'independent', 'impartial' or 'unbiased' in relation to personal advice it provides because:

- ANZ is the issuer of some of the financial products it advises on;
- ANZ advisers can only advise on products and services approved by ANZ (which includes products issued by ANZ); and
- ANZ may receive remuneration from product issuers in respect of some products or services.

SECTION 1. YOUR ANZ V2+BROKING ACCOUNT

1.1 WHAT IS AN ANZ V2+BROKING ACCOUNT?

An ANZ V2+Broking account is an account opened by or on behalf of the holder of a trading account with CMC Markets (referred to in these Terms and Conditions as a 'CMC Markets Trading Account') to facilitate dealings in financial products.

The funds in your ANZ V2+Broking account can be used by CMC Markets to deal in financial products pursuant to instructions given by you or on your behalf by your adviser.

1.2 WHO CAN OPEN AN ANZ V2+BROKING ACCOUNT?

An ANZ V2+Broking account is only available to the holder or beneficiary of a CMC Markets Trading Account which is operated through an adviser appointed by the holder or beneficiary of the CMC Markets Trading Account.

You can open an ANZ V2+Broking account if you are:

- an individual over 18 years of age;
- joint individuals over 18 years of age;
- a company; or
- a trustee.

If the ANZ V2+Broking account is for anyone under the age of 18 years, the account must be made in either the parent's or guardian's name. We have the right, at our discretion, to accept or reject your application for an ANZ V2+Broking account.

1.3 ADVISER

An adviser is any company, partnership or individual appointed by you to give effect to your instructions regarding dealings in financial products through your CMC Markets Trading Account. Your adviser may be a person or entity approved by CMC Markets for the purposes of establishing and operating a CMC Markets Trading Account (known as an 'intermediary')

or any individual appointed by such a person or entity to act as their representative in relation to your CMC Markets Trading Account.

To allow your adviser access to your ANZ V2+Broking account through our systems, you will also need to appoint them, by signing and delivering to us the relevant form, with one of the following access levels:

1. View only access.

Your adviser will have view only access to your ANZ V2+Broking financial records

2. Full transactional access.

Your adviser will have the same powers as you to withdraw from or deposit into your ANZ V2+Broking account and access to your ANZ V2+Broking financial records

You as the account holder, together with the adviser and any other person authorised to operate the account, will need to sign the relevant form. Where the adviser is a corporation or a partnership, a duly authorised officer or partner of the adviser must sign the authority. We may ask the adviser for proof of authorisation.

The adviser must be identified to our satisfaction.

1.4 IDENTIFICATION

Federal legislation requires us to verify the identity of all account holders, signatories and agents. Any account holders, signatories and agents must satisfactorily meet our Customer Identification Process.

One of the documents provided must contain your photograph and signature. Some other documents that establish your name and identity may also be accepted – please ask our staff for advice.

If you, or signatories to the account, are not identified in terms of the law, the account will be blocked for all withdrawals and/or deposits (or all withdrawals and/or deposits by the relevant signatories) until the requirements are satisfied.

If you want to open an account and have completed the identification process with us previously, you will need to advise the name of the branch where identification was presented and your existing account number.

1.5 TAX FILE NUMBER

Federal law stipulates that all accounts earning deposit interest in a tax year are subject to Tax File Number (TFN) legislation. It is not compulsory for you to provide your TFN. However, if you choose not to do so, we must deduct withholding tax from the interest earned, unless you are in an exempt withholding tax category. If you are in an exempt category, you should tell us.

Withholding tax is generally calculated at the highest marginal tax rate plus applicable Commonwealth tax levies, including the Medicare Levy.

In accordance with the Privacy Act, we will keep your TFN, which we can keep a record of for all your accounts, confidential.

1.6 JOINT ACCOUNTS

Where your account is held jointly with one or more persons, the following shall apply:

- we may give any statement, notice or other document (including a statement of account, a notice about your account or notice of a change to the terms and conditions of your account) to the holders of a joint account by giving the document to any one of the joint account holders in any manner allowed under these Terms and Conditions (in which case we will be deemed to have given the document to all joint account holders);
- if an account holder dies, we will treat the balance of the account as owned by the surviving account holder(s).

Where an account is opened in the names of more than one individual, any of you will be entitled to operate the account without the consent of the others.

You can ask us to change the account authority so that all account holders must approve future withdrawals, but this may mean transactions cannot be made on the account. This restriction is not applicable to directors of a company who are signatories on behalf of the company rather than joint account holders in their personal capacity.

1.7 THIRD PARTY SIGNATORIES FOR ANZ V2+BROKING ACCOUNTS

Any individual appointed as a third party signatory will be entitled to operate the account without your consent and will have the same powers as you to make deposits to and withdrawals from the account.

To authorise a third party signatory to use ANZ Phone Banking and ANZ Internet Banking in connection with your account, you will also need to complete a separate ANZ Phone Banking and ANZ Internet Banking Authorised User Authority.

Third party signatories must be identified to our satisfaction. You will be able to revoke the appointment of a third party signatory at any time by notifying us in writing. The revocation will not be effective, however, until we have acknowledged it in writing.

1.8 COMPANY ACCOUNTS

Each director or secretary who signs the application form will have authority to operate the account alone. If a company wants further third parties to operate the account the company will need to appoint them.

1.9 TRUST ACCOUNTS

Trust accounts can be opened on request:

- where one or more persons open an account in which they are named as trustee for another person(s). For example a trustee account held by parents for children;
- by trustees under a will;
- by trustees for clubs and other organisations; or
- by trustees of a Self Managed Superannuation Fund.

1.10 LAWFUL PURPOSE

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

1.11 NOTICES

Without limiting any other provision of the terms and conditions of your account that allow for another form of notice, we may give any statement, notice or other document (including a statement of account, a notice about your account or notice of a change to the terms and conditions of your account) to you in connection with your account personally, or by sending it by mail or, unless prohibited by law, by electronic methods. Each of these methods of delivery will be considered to constitute written notice.

For the purposes of providing such written notice, we will rely on your contact information shown in our records, which may be the contact details of your adviser.

Electronic methods used may include (but are not limited to) sending the document to your Electronic Address, or publishing the document on our website or in ANZ Internet Banking and giving you notice personally, or by sending the notice by mail or to your Electronic Address, when the document is available.

Where we send you a document by mail, or send notice to you by mail that a document has been published on our website or in ANZ Internet Banking, you are deemed to have received the document on the seventh day after mailing.

Where we give a document to you by sending the document to your Electronic Address, or by sending a notice to your Electronic Address that the document has been published on our website or in ANZ Internet Banking, you are deemed to have received the document on the day after the day on which the document or notice reaches the service provider or the host of your Electronic Address.

For the purpose of these Terms and Conditions:

- 'Electronic Address' includes your email address or mobile telephone number as shown in our records, or a notification or message sent in ANZ Internet Banking or ANZ Mobile Banking; and
- 'ANZ Mobile Banking' means each of the ANZ App, ANZ goMoney and Grow by ANZ (and any ANZ mobile banking application that succeeds or replaces any of those applications).

SECTION 2. OPERATING YOUR ANZ V2+BROKING ACCOUNT

2.1 AUTHORITY FOR ACCOUNT OPERATION

At the time of opening your ANZ V2+Broking account, you nominate the persons who are authorised to operate the account (in addition to the adviser appointed by you in relation to your CMC Markets Trading Account). Except where expressly provided, we can act at all times on the basis that the authorised operator or operators can act fully and effectively in all dealings, matters and transactions in respect of the account.

You are responsible to us for all liability that is incurred as a result of operations on the account. If you hold your account jointly with one or more other persons then each of you is jointly and severally responsible to us for any liability. If you wish to alter the account authorisation instructions you must notify us in writing.

If anyone has access or authorisation to ANZ Internet Banking in respect of an account, that person may access account statements, notices and other documents that were delivered through that platform before they were given access rights to that account on ANZ Internet Banking.

2.2 DEPOSITS

After your account has been opened, you can make further deposits:

- by depositing cash over the counter at any ANZ branch;
- by sending a cheque to the ANZ V2 PLUS Service Centre;
- by depositing cash at any ANZ ATM that accepts such deposits;
- by transferring funds from another of your ANZ accounts using ANZ Phone Banking, ANZ Internet Banking or ANZ Mobile Banking (if this funds transfer functionality is available on your version of ANZ Mobile Banking), or (where you have an ANZ card to which both accounts are linked) at any ANZ ATM in Australia;
- by arranging an electronic transfer from another of your accounts with us or another financial institution;

- by arranging an electronic transfer from another person's account with us or another financial institution (e.g. by arranging to have your salary or other income (such as a family allowance or pension) paid directly to your account); or
- in any other way we allow.

In processing deposits to your account, we will rely on your account number only. We will not check the account name received with the deposit instructions.

Any deposits received from overseas in Australian dollars will take up to 30 days to clear.

Note: Dividends from financial products held in your CMC Markets Trading Account can be deposited into your ANZ V2+Broking account with automated dividend direction (subject to this functionality being made available by the issuer of the financial products or its registry).

Any funds from the sale of financial products held in your CMC Markets Trading Account will be credited by CMC Markets to your ANZ V2+Broking account.

2.2A ANZ ACCESS CARD*

How you can use an ANZ Access card

We may, subject to our eligibility criteria being met, issue any account holder, or any person authorised by any account holder, with an ANZ Access card to give access to an account held by the account holder.

We may, subject to our eligibility criteria being met, permit the holder of an ANZ Access card to link that card so as to give access to an additional ANZ account, as a secondary account on which the holder of the card is authorised to operate.

When you use your ANZ Access card in Australia, you can usually choose to withdraw funds from a specific linked account by selecting 'eftpos SAV' or 'SAV' ('savings'), or 'eftpos CHQ' or 'CHQ' ('cheque'), as applicable, at an ATM or EFTPOS terminal.

Some ATMs do not give you the option of choosing an account. In other cases, you may be able to select 'debit' at an ATM or EFTPOS terminal. In these cases, when you use your ANZ Access card, the linked account you previously nominated to us as the default account will be debited. If you have not nominated a default account, we will nominate the default account. You can find out which account is the nominated

*ANZ is phasing out ANZ Access Cards and they will generally not be issued from 29 June 2024.

default account or change the nominated default account by calling our Contact Centre.

The nominated default account will always be debited when you present your ANZ Access card at a contactless terminal (if your card has a chip).

Refer also to Section 6 in relation to the use of your ANZ Access card at international ATMs.

Card validity and expiry

For security reasons, the ANZ Access 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 printed on the card. Further, you must ensure that when an ANZ Access card expires it is destroyed, by cutting it in half diagonally, making sure you cut through any chip on the card.

2.3 WITHDRAWING OR TRANSFERRING MONEY

2.3.1 Withdrawing or transferring via the ANZ V2 PLUS Service Centre

Requests by phone or in writing

As long as enough funds are available, you can withdraw funds from your ANZ V2+Broking account in the form of a bank cheque, or by transferring funds to another account with us or another financial institution, in either case by posting or faxing a request with the required signatures to the ANZ V2 PLUS Service Centre.

While telephone withdrawal facilities are in place for your account, you may also make a request to withdraw funds in those ways by phone to the ANZ V2 PLUS Service Centre.

If the account you want funds transferred to is with another financial institution, it may take longer than 24 hours.

If you ask for a cheque to be made payable to someone else, you can stop the cheque by posting or faxing a request to the ANZ V2 PLUS Service Centre.

Relevant taxes, duties and charges will be taken off the amount of the withdrawal.

Access to funds

The ANZ V2 PLUS Service Centre will take reasonable steps to make sure that you receive withdrawals within the specified time, but will not be responsible for delays which are beyond its control.

Although funds deposited to your account can be transferred on the same day as the deposit is effective, they may not immediately appear as part of your balance. In this situation the bank officers will contact the ANZ V2 PLUS Service Centre for confirmation of the funds.

Same day withdrawals can be made (as long as cleared funds are available) if the ANZ V2 PLUS Service Centre receives your withdrawal request before 11am Melbourne time for a transfer to an account which has previously been validly nominated as an account to which funds may be transferred from your V2 PLUS account, or before 1pm Melbourne time for any other transfer.

Where your request is received after these times, or on a day when the ANZ V2 PLUS Service Centre or we are closed for business, the payment will be made on the next business day. The amount of the withdrawal will continue to form part of the balance of your account, in respect of which interest accrues, until the time the withdrawal is processed.

For the purposes of these terms and conditions, a 'business day' means a day that is not a Saturday, a Sunday or an Australian national public holiday.

2.3.2 Withdrawing by direct debit

You can also make withdrawals, as long as enough funds are available, by arranging a direct debit or PayTo payment (where eligible) from your ANZ V2+Broking account to another account with us or another financial institution.

Direct debits must be established directly with the person receiving the payment. See Section 2.8 for details.

You may have to pay a Dishonour fee if you authorise a person or company to take a direct debit from your account and we cannot make the payment to them because there are insufficient cleared funds available in your account.

Please see section 8 for details about PayTo Payment Agreements.

2.3.3 Withdrawing or transferring by other means

As well as being able to withdraw funds through the ANZ V2 PLUS Service Centre or by direct debit, you can also make withdrawals, as long as enough funds are available:

- by withdrawing cash over the counter at any ANZ branch;
- by transferring funds to another account with us or another financial institution, or making a BPAY® Payment, via ANZ Phone Banking, ANZ Internet Banking or ANZ Mobile Banking (if this funds transfer functionality is available on your version of ANZ Mobile Banking), including by arranging a recurring payment (see Section 2.8 for details);
- if you have an ANZ card linked to your ANZ V2+Broking account:
 - by withdrawing cash at an ATM that accepts the card;
 - (where the other account is also linked to the card) by transferring funds to another ANZ account at an ANZ ATM in Australia; or
 - by making a cash withdrawal or purchase via EFTPOS where permitted by the operator of the terminal; or
- in any other way we allow.

If you have an ANZ Access card linked to your account you can authorise transactions in the following ways.

- by using your ANZ Access card, alone or together with your PIN, in conjunction with any electronic equipment or terminal; or
- by using your ANZ Access card at a contactless terminal.

When you authorise a transaction made using your ANZ Access card:

- you are confirming the validity of the amount of the transaction, that is, the transaction correctly represents the purchase price of the goods or services obtained, or the amount of the cash withdrawal; and
- the account holder is agreeing to pay (in Australian dollars) the amount of that transaction.

When financial products are purchased on your behalf by CMC Markets, the funds for the purchase will be debited to your ANZ V2+Broking account by CMC Markets. Other funds required to be paid by you for dealings in financial products on your behalf by CMC Markets will also be debited to your account.

Your account may also be debited for the purposes of paying any fees and charges due to CMC Markets under the CMC Markets Stockbroking Terms and Conditions or associated Financial Services Guide, or due to your adviser (or, if applicable, the person or entity that appointed your adviser to act as their representative in relation to your CMC Markets Trading Account) under the terms and conditions between you and the adviser (or other person or entity, as relevant). You authorise us to authorise the debit of your ANZ V2+Broking account to pay these amounts to CMC Markets, your adviser or other applicable person on your behalf.

If we allow you to make withdrawals in other ways, we can set further terms and conditions for those withdrawals.

2.3A OTHER WAYS YOU CAN TRANSACT

Despite any other provision in these terms and conditions, we may permit you to make deposits to or withdrawals from your ANZ V2+Broking account at an agent, contractor or service provider of us. Where such deposits or withdrawals are permitted by us, the time for processing the relevant credits or debits to your account may vary. We reserve the right to restrict the amount, or the amount of each denomination, of any deposits or withdrawals that may be made at an agent, contractor or service provider, without notice where we consider that it is in our legitimate interests to do so. For example, we may do so where we consider this necessary to protect us or you from suffering financial loss (e.g. as a result of suspected fraudulent activity on the account). Any transaction limits that would otherwise apply are subject to our rights to take these actions. Details of any processing times may be published on www.anz.com/accounttermsconditions

2.4 CHEQUES

How long does it take for a cheque to clear?

You should allow three to seven working days for a cheque that you deposit to your account to clear.

We may allow you to draw on the cheque before it has cleared. However, if this would mean that your account would be overdrawn, we will only allow the drawing in the circumstances contemplated by Section 2.12.

Special clearance of cheques that are deposited into your account are no longer available.

What if a cheque that is deposited to your account is dishonoured?

Where a cheque that is deposited to your account is dishonoured, we will take the amount of the cheque from your account (to the extent it has been credited to your account).

What happens to an original cheque that is drawn on us once it has cleared?

We will destroy the original cheque but keep a copy of it for:

- 13 months if the cheque is for less than \$200; or
- seven years if the cheque is for \$200 or more.

When might a cheque be dishonoured or payment refused?

We may dishonour a cheque or refuse payment for the following reasons:

- there is not enough money in the payer's account;
- the cheque has not been signed;
- the cheque is more than 15 months old;
- the cheque has a future date on it;
- the cheque has been altered in a material way and the alteration has not been signed;
- law prevents the cheque from being paid;
- the cheque has been stopped; or
- the payer's bank has been notified that the account holder is unable to manage their own affairs, is bankrupt or has died.

What if a cheque is lost or stolen?

You should keep your cheques safe at all times.

If a cheque is lost or stolen, you must do the following.

- If a cheque made payable to you is lost or stolen, you must tell the person who wrote the cheque
- If a cheque you have requested from us is lost or stolen, you must ask us to stop the cheque and you must tell the person to whom the cheque is payable

‘Crossed’ cheques

A cheque with two parallel lines across it is a ‘crossed cheque’. A crossed cheque must be paid into an account with a bank or other financial institution. It cannot be cashed.

‘Not negotiable’ cheques

If the words ‘Not Negotiable’ are written between the two parallel lines on a crossed cheque, this protects the true owner of a cheque that is lost or stolen by making sure that the recipient of a cheque obtains no better rights to the cheque than the person who passed the cheque.

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

‘Account payee only’

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

Cheques made payable to someone else

If you try to pay in or cash a cheque that is, or appears to be, made payable to, or belong to, someone else, we may refuse to accept that cheque, refuse to cash that cheque or set some conditions that you must meet before we accept it.

Stopping a cheque

You can stop a cheque that you have requested from us by posting or faxing a request to the ANZ V2 PLUS Service Centre before the cheque is honoured. You will need to specify the amount of the cheque and the date on it.

If you have lost a cheque you received from someone else, tell that person so they can stop the cheque.

Bank cheques

Bank cheques are cheques instructing payment from the bank itself rather than from a customer's account.

As an ANZ account holder, you can buy a bank cheque for a fee. We can dishonour a bank cheque if:

- the bank cheque is forged or counterfeit;
- the bank cheque has been altered;
- fraud or another crime has been committed;
- we have been told that the bank cheque has been lost or stolen;
- there is a court order restraining us from paying a bank cheque;
- we have not received the fee or value for the bank cheque; or
- the bank cheque is presented by a person who is not entitled to the cheque proceeds.

If a bank cheque we have issued is lost or stolen, we will, in certain circumstances, provide a replacement cheque for a fee.

2.5 INTEREST RATE

The annual credit interest rate at which interest will accrue on the positive balance of your ANZ V2+Broking account will be the ANZ V2+Broking Interest Rate (as subsequently amended by us in accordance with these terms and conditions).

The daily interest rate is the applicable annual interest rate divided by the number of days in a year (usually 365, but 366 in a leap year).

We may make changes to the interest rate applicable to your ANZ V2+Broking account (including by making changes to the ANZ V2+Broking Interest Rate) in accordance with Section 2.13.

Details of the current ANZ V2+Broking Interest Rate are available at www.anz.com/auxiliary/rates-fees-terms/interest-rates and are part of these terms and conditions (subject to any agreement we have with you, which is also part of these terms and conditions).

2.6 INTEREST PAYMENTS

Credit interest will accrue daily on the positive balance of your ANZ V2+Broking account as at the end of the day at the applicable daily interest rate, as explained above, provided that, unless we agree otherwise, interest will not accrue in respect of any day on which the closing balance of your account is less than \$5,000.

We will pay accrued interest to you on the first day of January, April, July and October. We will also generally pay any outstanding accrued interest to you when you close or withdraw all funds from your account. The interest that is credited to your account on a particular day will not generally include the interest accrued in respect of that day.

All interest payments will be paid to your ANZ V2+Broking account.

2.7 ACCOUNT STATEMENTS

We will provide you with a statement for your account at least once every six months and more often (quarterly or monthly) if either you ask or we require. You should keep these statements for tax purposes.

You can ask for a statement showing all transactions and interest paid for a specific period, or for an audit certificate. You may have to pay a fee for this service.

You must carefully check your statements. If you think there are mistakes or unauthorised or disputed transactions shown on a statement, you must notify the ANZ V2 PLUS Service Centre as soon as possible.

Scheme operating rules impose time limits for raising a dispute. Generally under these scheme rules ANZ must lodge a fully detailed claim on your behalf within 120 days. For transactions executed using the EFTPOS system (which will include all ANZ Access card transactions), longer time limits may apply. We recommend that you raise your dispute with us as soon as possible, so that we have sufficient time to get all of the information and documents ready to lodge a claim within the time limit. If you do not notify us of your disputed transaction and provide us with all necessary details in time for ANZ to meet this deadline, ANZ may not be able to assist you in having the disputed transaction reversed.

In some cases, such as where the ePayments Code applies, these time limits may not apply, however you should still let us know about your dispute as soon as you can.

2.8 DIRECT DEBITS, RECURRING PAYMENTS AND PERIODICAL PAYMENTS

A direct debit is a payment that you have authorised a merchant to collect from your ANZ V2+Broking account and that you arrange through the merchant by providing your account number and branch number (BSB).

You will need to establish any direct debit arrangements directly with the relevant merchant. The ANZ V2 PLUS Service Centre cannot arrange direct debits for you.

A recurring payment is a payment that you have arranged via ANZ Internet Banking to be paid on a repeating basis from your ANZ V2+Broking account.

A periodical payment is a payment (other than a recurring payment) that you have arranged with us to be paid on a repeating basis from your ANZ V2+Broking account by reference to your account number and branch number (BSB).

Please see section 8 for details about PayTo Payment Agreements.

2.9 STOPPING RECURRING PAYMENTS, PERIODICAL PAYMENTS AND DIRECT DEBITS

If you have established a recurring payment facility, you may use ANZ Internet Banking to stop or change a recurring payment on the facility, or cancel the facility, at any time before the relevant recurring payment is made.

You will generally not be able to set up new periodical payments or make changes to existing periodical payments after 14 January 2025. Existing periodical payments set up prior to that time will otherwise continue in accordance with these terms and conditions, unless you cancel them. You can cancel your existing periodical payments by contacting the ANZ V2 PLUS Service Centre by phone at least two business days before the relevant periodical payment is due to be made.

If you wish to make a change to an existing periodical payment after 14 January 2025, you will generally need to cancel your periodical payment and set up an alternative payment option in its place. Please contact us if you would like to discuss these options.

Direct Loan Payments are excluded from these changes.

In certain cases we may be able to block a particular direct debit, or direct debits by a particular merchant, at your request, provided the request is made at least two banking days before the payment is due to be made.

You may notify us of your request to block a direct debit by contacting the ANZ V2 PLUS Service Centre by phone. We may ask you to send written confirmation of your instruction before implementing it.

Blocking one or more direct debits may cause the merchant concerned to stop providing the relevant goods and services or may result in liability for you under any contract between you and the merchant. You should make alternative payment arrangements with the merchant if necessary.

Please see section 8 for details about PayTo Payment Agreements.

2.10 PROCESSING OF WITHDRAWALS AND DEPOSITS GENERALLY

The date on which withdrawals and deposits are applied to your account may differ, depending on the nature of the withdrawal or deposit. Deposits and other credits (including credits for returns of purchased goods) will not be treated as made until the date on which those deposits or other credits are applied to your account in the ordinary course of business. Generally, deposits and withdrawals will be applied to your account, and will be effective, on the date of processing.

Except as otherwise noted below, any withdrawal or deposit made via an ANZ ATM in Australia (excluding cheque deposit transactions), ANZ EFTPOS, ANZ Phone Banking, ANZ Internet Banking or ANZ Mobile Banking will be applied to your account on the date on which it is made, provided (if that date is a business day) the transaction is made before the following times, as relevant:

- 9.45pm Melbourne time for ANZ ATMs in Australia (excluding cheque deposit transactions); and
- 9.30pm Melbourne time for ANZ EFTPOS transactions.

Any relevant transaction made after the applicable time on a business day may be applied to your account on the next business day. Any transaction that occurs on a non-business day will be processed and applied to your account on the next business day. However, a withdrawal will in all cases reduce the amount of available funds in the account on the day it is made.

Withdrawals conducted via another financial institution (including via a non-ANZ ATM or non-ANZ EFTPOS terminal) will be processed and applied to your account in accordance with the cut-off time agreed between us and that financial institution (or their representative), and may be different to the above. The date on which withdrawals conducted at ANZ ATMs outside of Australia will be processed and applied to your account may be different to the above.

If a recurring payment or periodical payment is due to be paid on a non-business day, the payment will be made on the next business day, unless you ask us to make the payment on a later business day.

Cheque deposits made at an ANZ ATM will usually take up to seven business days to be applied to your account (and will be subject to the terms and conditions applying to cheques in Section 2.4).

If you make a deposit at another bank or financial institution, there may be a delay of several days before that amount is applied to your account.

You should note that the date at which a payment from your account is applied to your account may be different from the date on which it is processed as a payment to the payee. Generally, and except as otherwise noted in these terms and conditions, any payment made via an ANZ ATM, ANZ EFTPOS, ANZ Phone Banking, ANZ Internet Banking or ANZ Mobile Banking will be processed as a payment to the payee on the date on which it is made, provided the transaction is made before the following times, as relevant:

- the times listed above on a business day for ANZ ATMs and ANZ EFTPOS;
- the following times on a business day for funds transfers made via ANZ Phone Banking, ANZ Internet Banking or ANZ Mobile Banking:
 - 8pm Melbourne time for funds transfers to a non-ANZ account in Australia;
 - 9.30pm Melbourne time for international money transfers; and
 - 10.30pm Melbourne time for funds transfers to a linked ANZ credit card account; and

- 6pm Melbourne time on a day on which banks in Melbourne or Sydney are able to effect settlement through the Reserve Bank of Australia when making a BPAY® Payment.

Any relevant payment made after the applicable time on a business day, or at any time on a non-business day, may not be processed by us as a payment to the payee until the following business day.

If we receive a message through the New Payments Platform² that a payment will be made to your account, we may credit the amount of the payment to your account even if we have not yet received the payment. If the payment is not received for any reason, we will reverse the transaction by taking the amount from your account.

If a payment from your account is eligible to be processed through the New Payments Platform, including through Osko®³, it may be processed as a payment to the payee in near real time, including on a non-business day, and in that case will be applied to your account effective on the date on which it is processed. In the case of a recurring payment that is due to be paid on a non-business day, this means that the payment will be made on that day if processed in near real time through the New Payments Platform.

If the New Payments Platform cannot be used for any reason, we will try to make the relevant payment from your account through other available payments systems, and the other terms of this Section 2.10 will apply. You should always allow sufficient time for payments from your account to be received by the payee if they cannot be made using the New Payments Platform or Osko®.

2.10A ADJUSTMENTS TO YOUR ACCOUNT BALANCE

The date on which a transaction is processed to your account may differ from the date on which the transaction occurred.

We may also subsequently adjust a debit or credit to your account so as to accurately reflect our and your legal obligations (for example, because of an error, a dishonour of a cheque or a resolution against you of a dispute).

² New Payments Platform means the new payments platform operated by NPP Australia Limited.

³ Osko® means the Osko® payment service provided by BPAY Pty Ltd using the New Payments Platform.

In those circumstances, we may make consequential adjustments to the balance of your account, including with respect to accrued interest or interest that has already been credited or debited to your account.

2.11 PAYMENT PROCEDURES

The order in which we process transactions on a day may vary from the order in which transactions are made on that day or are received by us on that day. For example, we may process transactions involving debits to your account before processing transactions involving credits.

2.12 OVERDRAWING YOUR ACCOUNT

It is a condition of your ANZ V2+Broking account that you do not overdraw your account. If your account is overdrawn for any reason then we may (but we do not have to) provide you with an Informal Overdraft facility for the overdrawn amount (the Informal Overdraft).

Debit interest charged

Debit interest will accrue daily on the overdrawn balance of your account as at the end of the day at the applicable daily interest rate.

The daily interest rate applicable to an Informal Overdraft will be the ANZ Retail Index Rate plus a margin, divided by the number of days in the year (usually 365, but 366 in a leap year). Refer to the 'ANZ Personal Banking Account Fees and Charges' booklet, under 'Associated Account Fees and Charges', for details of the margin. The ANZ Retail Index Rate is published on www.anz.com.

Accrued debit interest will be debited to your account on the first business day of each month, or with such other frequency as agreed by you or determined by us in accordance with Section 2.13. The interest that is debited to your account on a particular day will not include the debit interest accrued in respect of that day.

Repayment

Where you have obtained an Informal Overdraft, you must:

- immediately repay the amount of the Informal Overdraft, where it arises as a result of the purchase of financial products through your CMC Markets Trading Account; and

- repay in full the overdrawn balance of your account (including as a result of any subsequent Informal Overdrafts) by the day that is 7 days after the day on which the Informal Overdraft was debited to your account, or earlier upon demand by us or CMC Markets. The overdrawn amount may include any interest debited to your account during the relevant period in relation to any relevant Informal Overdraft.

Sale of financial products

Where you have obtained an Informal Overdraft in connection with the purchase of financial products through your CMC Markets Trading Account, and you do not repay the amount of the Informal Overdraft within two business days after you obtained it, you acknowledge and agree that:

- CMC Markets may sell any financial products sponsored by CMC Markets and we may use the funds from the sale of those financial products to reduce the overdrawn balance of your account and any accrued debit interest that has not yet been debited to your account (whether or not the overdrawn balance or accrued debit interest relates to the Informal Overdraft obtained in connection with the purchase of financial products);
- the financial products to be sold and the timing of such sale is at CMC Markets' absolute discretion and CMC Markets is not obliged to wait for favourable market conditions before implementing such sale; and
- the sale of financial products will be at your risk and expense.

Any shortfall from the sale of the financial products by CMC Markets will remain a debt due by you to us.

General

Other than the Informal Overdraft, we do not agree to provide any credit in respect of your account without prior written agreement.

If you want to avoid using the Informal Overdraft, you should ask us about:

- other products which might better suit your needs; or
- other ways in which you can monitor the balance of your account.

You should tell us as soon as possible if you are in financial difficulty.

2.13 CHANGES WE CAN MAKE TO FEES, CHARGES AND INTEREST

We may make changes to the terms and conditions of your account relating to fees, charges and interest without your agreement. The table sets out these changes and how and when we will give you notice of them. In the table, a reference to notice in writing is to notice by any notification method allowed by these terms and conditions and a reference to notice by press advertisement is publication in a national newspaper or any other public notice, as long as the requirements of any applicable law or industry code that we are a signatory of are met.

Type of change	Minimum number of days notice	Method of notice
Introduce a new fee or charge	30 days	In writing
Increase an existing fee or charge	30 days	In writing or by press advertisement
Change the method by which interest is calculated or the frequency with which interest is debited or credited	30 days	In writing
Change the interest rate that applies to your account	Day of the change	In writing or by press advertisement
Change the name of interest rates, accounts or publications	Day of the change	In writing or by press advertisement

The rights mentioned above should be read as if they are each a separate right even though they are set out in the one table.

Despite this clause, we will always give you notice in accordance with any applicable laws or industry codes (such as the Banking Code of Practice), or any other terms and

conditions applicable to your account, which require any minimum notice periods or specific methods of notification.

If you are unhappy with a proposed change to the terms and conditions, you have the right to close your account in accordance with the applicable terms and conditions in this booklet.

2.13A CHANGES WE CAN MAKE TO OTHER TERMS AND CONDITIONS

We may make the following changes to the terms and conditions of your account without your agreement:

- changes that ensure that the product is, or the terms of the account are consistent with our business, communication, technological or operational systems or processes;
- changes to comply with, or reduce the risk of non-compliance with any law, or decision, recommendation, regulatory guidance or standard of any court, tribunal, ombudsman service, regulator or any other similar body;
- changes that are in our reasonable opinion, required or appropriate to protect any person (including ANZ) from the risk of fraud or illegal activity;
- changes that enhance the security of our products or services;
- changes that are administrative;
- changes to simplify the terms of your account;
- changes to correct a mistake, inconsistency or omission;
- changes to reflect changes or improvements to the features of the product or how it works;
- to change, or as part of a process to, discontinue or replace a product or migrate a product to a new system, and for this purpose we may change your product to a different product with similar features to the discontinued or replaced product, or change your existing product;
- changes that are beneficial to you;
- changes that reflect current industry or market practice or conditions or that we reasonably consider are appropriate in light of changes to community standards or expectations in respect of bank or environmental, social and governance practices;
- changes that in our reasonable opinion are reasonably required to prudently manage a material credit, operational or compliance risk; and

- any other changes that are reasonably necessary to protect our legitimate business interests.

We will give you reasonable notice of these changes. If we reasonably consider a change is unfavourable to you, we will give you prior notice of at least 30 days. We may give you a shorter notice period, which may include notice on the day the change takes effect, if we reasonably consider:

- the change has a positive or neutral effect on you; or
- providing a shorter notice period is necessary for us to:
 - avoid or reduce a material increase in our credit risk or loss; or
 - comply with legal or regulatory requirements.

We may give you notice of the change by any notification method allowed by these terms and conditions or by advertisement in a national newspaper or any other public notice, as long as the requirements of any applicable law or industry code that we are a signatory of are met.

Despite this clause, we will always give you notice in accordance with any applicable laws or industry codes (such as the Banking Code of Practice), or any other terms and conditions applicable to your account, which require any minimum notice periods or specific methods of notification.

If you are unhappy with a proposed change to the terms and conditions, you have the right to close your account in accordance with the applicable terms and conditions in this booklet.

2.14 TRANSFER OF RIGHTS

Subject to applicable laws and the Banking Code of Practice, we may without telling you or obtaining your consent:

- assign any of our rights under the terms and conditions of your account to give effect to:
 - i. a sale of debt (e.g. to debt collection agency);
 - ii. a sale of business, assets or portfolios; or
 - iii. business restructuring; and
- give any information about your agreement and your obligations under it to any assignee of our rights under those terms and conditions, or anyone who is considering becoming an assignee.

2.15 INACTIVE ACCOUNTS

If you have not operated your account for seven years and your account balance is greater than \$0 and less than \$500, we will be entitled to close your account without further notice.

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

2.16 DISRUPTION TO SERVICE

To the extent permitted by law, we will not be liable to you for any loss or damage (whether direct or consequential), nor be in default under these terms and conditions, if we fail to observe or perform any of our obligations under these terms and conditions because of anything which we could not, with reasonable diligence, control or prevent. This includes acts of God, acts of nature, acts of government or their agencies, strikes or other industrial action, fire, flood, storm, riots, power or network shortages or failures, unexpected system or equipment failure by ANZ or third party, epidemics or pandemics, or disruption by war or sabotage.

2.17 ACTING ON YOUR INSTRUCTIONS

We may decide not to act on instructions where we reasonably consider or suspect those instructions either:

- have not been authorised by the account holder(s) or are otherwise fraudulent;
- have been provided by mistake; or
- contain material omissions or errors.

2.18 ANTI-MONEY LAUNDERING AND SANCTIONS

You agree that we may, without providing you with any notice and without incurring any liability delay, block or refuse to process any transactions, or close your account, if we reasonably consider or suspect that processing the transaction or keeping your account open:

- may break any law or regulation in Australia or any other country;
- 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 Nations, the European Union or any country;
- may directly or indirectly involve the proceeds of, or be applied for the purposes of, unlawful conduct; or
- may be inconsistent with or prohibited by our anti-money laundering and counter-terrorism financing or sanctions policies. Such policies, which can change from time to time, are designed to help ANZ comply with legal obligations and to identify, manage and mitigate money laundering, terrorism financing and sanctions risks. These policies cover matters such as ANZ's approach to:
 1. customer due diligence;
 2. monitoring transactions for indicators of unusual behaviour and reporting suspicious activities to appropriate authorities; and
 3. transactions that may be connected, directly or indirectly, with sanctioned parties, jurisdictions, products or sectors of economies in certain jurisdictions.

A summary of our anti-money laundering and counter-terrorism financing policy and our sanctions policy is available on anz.com and includes, for example, a current list of relevant jurisdictions.

You must give us all the information we reasonably need to manage anti-money laundering, counter-terrorism financing and/or economic and trade sanctions risk or to comply with any law in Australia or any other country.

You agree that we may give any information about you to:

- any law enforcement, regulatory agency or court if we must do this under any law or regulation in Australia or elsewhere; and
- any correspondent (or agent) bank we use to make the payment for the purpose of compliance with any law or regulation.

Unless you have told us that you are a trustee of the account or are acting on behalf of someone else, you warrant that you are acting on your own behalf in entering into this agreement.

You declare and undertake to us that the processing of any transaction by us in accordance with your instructions will not breach any law or regulation in Australia or any other country.

2.19 NO DEALING IN ACCOUNT

Your rights in respect of your account are personal to you, and despite anything in these Terms and Conditions, a purported dealing by you in relation to those rights (including by way of assignment, transfer, mortgage, charge, security interest, declaration of trust or otherwise) will not be effective to give anybody other than you any right or interest in your account as against us.

SECTION 3. FEES AND CHARGES

3.1 BANK FEES AND CHARGES

3.1.1 General

- (a) We reserve the right to charge your ANZ V2+Broking account with fees and charges for the provision and operation of the account. Specific account fees and charges applicable to your account are set out in Sections 3.1.2 and 3.1.3 below.
- (b) Other fees and charges may also apply to your account for other services or account activity. For information about those other fees and charges, please refer to the 'ANZ Personal Banking Account Fees and Charges' booklet, under 'Associated Account Fees and Charges', and to the 'ANZ Personal Banking General Fees and Charges' booklet, both of which are available at www.anz.com/accounttermsconditions. You agree that we may debit those fees and charges to your ANZ V2+Broking account if we provide you with relevant services or account activities.
- (c) If we fail to collect a fee to which we are entitled, this does not remove our right to collect the fee at a later date, or for future transactions of the same nature.

If you have any general inquiries about this booklet or the terms and conditions contained within it, or simply need

more information about any ANZ account, please ask at any ANZ branch or phone our ANZ V2 PLUS Service Centre.

Information on current fees, charges, and interest rates is available on request.

3.1.2 ANZ Transactions and Additional Transaction Fees

Free monthly ANZ Transactions:

- Internet Banking Transactions **Unlimited**
- Other ANZ Transactions (Staff Assisted, Electronic) **5**

Additional Transaction Fees per ANZ Transaction type:

- Staff Assisted Transactions **\$2.50**
- Electronic Transactions **50 cents**

For the purposes of the above, the following definitions and other key concepts apply.

Free ANZ Transactions: A reference to an ANZ Transaction being 'free' indicates that the ANZ Transaction is not subject to an Additional Transaction Fee only. While an ANZ Transaction may not attract an Additional Transaction Fee, it may still attract one or more of the fees and charges otherwise referred to in these Terms and Conditions. Except as otherwise noted, those other fees and charges are separate from, and apply in addition to, any Additional Transaction Fee.

ANZ Transactions: Includes Staff Assisted Transactions, Electronic Transactions and Internet Banking Transactions, but excludes those transactions noted as Excluded Transactions below.

Additional Transaction Fees (formerly Excess Withdrawal Fees): Apply once you have fully utilised your free ANZ Transaction quota for a monthly cycle (as applicable). Additional Transaction Fees are aggregated and debited to your ANZ V2+Broking account monthly based on the number and type of relevant additional ANZ Transactions processed to your account on or before the last day of the monthly cycle and after the end of the previous monthly cycle (or, for the first monthly cycle, since the account was opened). See Fee Charging Date below for details of when these fees are debited to your account.

Fee Charging Date: Additional Transaction Fees will be debited to your ANZ V2+Broking account on the last business day of

each calendar month. The monthly cycle for assessing the number of free ANZ Transactions that apply to your account and the number of additional ANZ Transactions on your account for which Additional Transaction Fees may be charged will be determined on the same basis.

Staff Assisted Transactions:

- A cash withdrawal from your ANZ V2+Broking account made over the counter at an ANZ branch, whether using a card or not.
- A transfer from your ANZ V2+Broking account to another account (including a non-ANZ account) made over the counter at an ANZ branch, whether using a card or not.
- A transfer from your ANZ V2+Broking account made over the telephone (excluding via ANZ Phone Banking) pursuant to a funds transfer authority.
- A withdrawal from your ANZ V2+Broking account that ANZ permits you to make in person at the premises of an agent, contractor or service provider of ANZ.

Electronic Transactions:

- A cash withdrawal from your ANZ V2+Broking account made at an ANZ ATM in Australia.
- A transfer from your ANZ V2+Broking account to another ANZ account made at an ANZ ATM in Australia.
- A cash withdrawal or purchase made via EFTPOS within Australia from or using your ANZ V2+Broking account.
- A transfer from your ANZ V2+Broking account to another account (including a non-ANZ account) made via ANZ Phone Banking, including a BPAY® Payment and a Pay Anyone transaction.

Internet Banking Transactions:

- A transfer from your ANZ V2+Broking account to another account (including a non-ANZ account) made via ANZ Internet Banking, including a BPAY® Payment, a Pay Anyone transaction and a recurring payment.
- A BPAY® Payment from your ANZ V2+Broking account made via ANZ Mobile Banking.

Excluded Transactions: The following transactions are not ANZ Transactions and therefore do not count towards your monthly

free ANZ Transaction quota, and are not charged Additional Transaction Fees:

- Balance enquiries on your ANZ V2+Broking account at ANZ ATMs or non-ANZ ATMs.
- Withdrawals from your ANZ V2+Broking account at non-ANZ ATMs.
- EFTPOS transactions outside Australia on your ANZ V2+Broking account.
- Periodical payments from your ANZ V2+Broking account.
- Direct debits from your ANZ V2+Broking account.
- A PayTo payment from your ANZ account made under a PayTo Payment Agreement.
- Debits from your ANZ V2+Broking account by CMC Markets for dealings in financial products or for payment of fees and charges due to CMC Markets or your adviser (or, if applicable, the person or entity that appointed your adviser to act as their representative in relation to your CMC Markets Trading Account).

However, while a transaction may not be an ANZ Transaction and therefore not attract an Additional Transaction Fee, it may still attract one or more of the fees and charges otherwise referred to in these Terms and Conditions. Except as otherwise noted, those other fees and charges are separate from, and apply in addition to, any Additional Transaction Fee.

3.1.3 Overseas Transaction Fee

ANZ will charge 3% of the value of any International Transaction charged or credited to an ANZ V2+Broking account.

It may not always be clear to you when use of your ANZ V2+Broking account is an International Transaction, for example where the merchant or financial institution processing a charge or credit is located outside of Australia.

For the purpose of the Overseas Transaction Fee, an International Transaction is any purchase (including a purchase of items directly convertible to Australian currency cash), cash withdrawal or credit (including a refund or reversal in respect of a purchase) processed to your ANZ V2+Broking account:

- In a currency other than Australian currency; or

- Where the merchant or financial institution accepting or processing the debit or credit is outside of Australia; or
- Which is considered by Visa or MasterCard to require conversion into Australian currency (for example, where the debit or credit is submitted on behalf of a merchant to a financial institution by an intermediary that is outside of Australia).

The Overseas Transaction Fee is calculated on the value of the International Transaction (in the case of an EFTPOS transaction, inclusive of any merchant surcharge) and any ATM operator or branch fee that applies to the International Transaction. The Overseas Transaction Fee is debited to your ANZ V2+Broking account at the same time as the debit or credit is processed to your account.

3.2 GOVERNMENT CHARGES

Any Government charges or duties you must pay for using the account will be taken straight from your account and shown on your account statement. These charges may vary according to State or Territory.

Government charges will be deducted every three months from the account balance or any interest.

For further information about any applicable Government charges, please visit any ANZ branch or call the V2 PLUS Service Centre.

3.3 CMC MARKETS' AND ADVISER'S OR INTERMEDIARY'S FEES AND CHARGES

CMC Markets may impose fees and charges for services or activity relating to your CMC Markets Trading Account. Please refer to the CMC Markets Stockbroking Terms and Conditions and associated Financial Services Guide issued by CMC Markets. Your adviser (or, if applicable, the person or entity that appointed your adviser to act as their representative in relation to your CMC Markets Trading Account) may also impose fees and charges for activity relating to your CMC Markets Trading Account. Please refer to the terms and conditions between you and the adviser (or other person or entity, as relevant), including the associated Financial Services Guide.

Your ANZ V2+Broking account may be debited for the purposes of paying any of those fees and charges.

SECTION 4. DISCLOSURES

4.1 MONITORING ENQUIRIES AND TRANSACTIONS

We may, at our discretion, monitor and/or record enquires made over the telephone. This is done for quality, verification, security and training purposes.

4.2 PRIVACY AND CONFIDENTIALITY

We will collect and use information about you during the course of your relationship with us. We explain below when and how we may collect, use and disclose this information.

It is important that the information we hold about you is up to date. You must let us know when information you have provided us has changed.

Collection, use and disclosure of information

We may use and disclose the information we collect about you for the following purposes:

- to assist in providing information about a product or service;
- to consider your request for a product or service;
- to enable us to provide a product or service;
- to tell you about other products or services that may be of interest to you;
- to assist in arrangements with other organisations (such as loyalty partners) in relation to the promotion or provision of a product or service;
- to manage accounts and perform other administrative and operational tasks (including risk management, systems development and testing, credit scoring, staff training, collecting debts and market or customer satisfaction research);
- to consider any concerns or complaints you raise against us and/or to manage any legal action involving us;
- to identify, prevent or investigate any fraud, unlawful activity or misconduct (or suspected fraud, unlawful activity or misconduct);

- to identify you or establish your tax status under any Australian or foreign legislation, regulation or treaty or pursuant to an agreement with any tax authority; and
- as required by relevant laws, regulations, codes of practice and external payment systems.

Absence of relevant information

If you do not provide some or all of the information requested, we may be unable to provide you with a product or service.

Information required by law etc.

We may be required by relevant laws to collect certain information from you. Details of laws that require us to collect information about individuals (personal information) and why these laws require us to collect personal information are contained in our Privacy Policy and at www.anz.com/privacy

Providing your information to others

We may provide your information to:

- any of our related entities which may use the information to: carry out our functions and activities; promote its own products and services; assess your application for one of its products or services; manage your product or service; perform administrative and operational tasks (including debt recovery); or comply with regulatory requirements and prudential standards;
- an organisation that is in an arrangement with us to jointly offer products and/or has an alliance with us to share information for marketing purposes (and any of its outsourced service providers or agents), to enable them or us to: provide you with products or services; and/or promote a product or service;
- any agent, contractor or service provider we engage to carry out or assist our functions and activities (for example, mailing houses or debt collection agencies);
- an organisation that assists us to identify, prevent or investigate fraud, unlawful activity or misconduct;
- regulatory bodies, government agencies, law enforcement bodies and courts;
- other parties we are authorised or required by law or court/tribunal order to disclose information to;

- participants in the payments system (including payment organisations and merchants) and other financial institutions (such as banks);
- other credit providers;
- mortgage insurers and any reinsurer of any such mortgage insurer;
- your guarantors (and intending guarantors) and any person who has provided security for your loan;
- any person who introduces you to us;
- your referee(s);
- your employer;
- your joint borrower(s) or account holder(s); and
- your adviser; your authorised agents; your executor, administrator or trustee in bankruptcy; your legal representative; your attorney; or anyone acting for you in connection with your account.

If you do not want us to tell you about products or services, phone our Contact Centre or the ANZ V2 PLUS Service Centre to withdraw your consent.

We may disclose information to recipients (including service providers and our related entities) which are (1) located outside Australia and/or (2) not established in or do not carry on business in Australia. You can find details about the location of these recipients in our Privacy Policy and at www.anz.com/privacy

Credit Reporting

We may also disclose personal information, including information about your other credit liabilities, repayments and defaults, to credit reporting bodies. We may also collect this information from credit reporting bodies. Information about credit reporting, including the name and contact details of these credit reporting bodies, when we may disclose your personal information to them to include in a report about your credit worthiness, and how you can request credit reporting bodies not use your information in certain circumstances, is available at www.anz.com/privacy

If you would like a hard copy of this information, please call our Contact Centre or the ANZ V2 PLUS Service Centre or visit any ANZ branch for a copy of Our Privacy Policy.

Our Privacy Policy

Our Privacy Policy (www.anz.com/privacy) contains information about:

- the circumstances in which we may collect personal information from other sources (including from a third party);
- how to access personal information and seek correction of personal information; and
- how you can raise concerns that we have breached the Privacy Act or an applicable code and how we will deal with those matters.

Collecting sensitive information

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

Personal information you provide about someone else

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

SECTION 5. COMPLAINTS

5.1 WE WANT YOUR FEEDBACK

We strive to get things right, but we don't guarantee that information presented is always accurate, or that our systems will work perfectly.

If you have a complaint, please contact us. Our customer service team is your first point of contact for raising complaints. You can use the ANZ App to message us or talk to staff at your local ANZ branch or Business Centre (use Find a branch/ATM on www.anz.com). Other ways of contacting us are listed in the back of this booklet.

For most complaints, we will need to identify you and the relevant account so that we can help.

Other ways to make a complaint

- **Online:**
 - Visit www.anz.com
 - Search for 'complaints'
 - Select 'online complaint form'
- **Mail:** ANZ Customer Resolution
Locked Bag 4050
South Melbourne VIC 3205

If you are not satisfied with the response to your complaint please let the person handling your complaint know. They may review their decision or escalate your complaint to another internal team for review (any other team will have to confirm your identity as well).

Our staff will work closely with you to resolve any complaint you may have quickly and amicably.

Further Help

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

The Australian Financial Complaints Authority (AFCA)

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

Website: afca.org.au

Phone: +61 1800 931 678

Mail: Australian Financial Complaints Authority
GPO Box 3
Melbourne VIC 3001

SECTION 6. ELECTRONIC BANKING

6.1 ELECTRONIC BANKING

Please refer to the ANZ Electronic Banking Conditions of Use in Section 8 if you conduct electronic transactions on your account.

6.2 EFTPOS

EFTPOS stands for Electronic Funds Transfer at Point of Sale. This retail facility allows you to debit the cost of your purchase to selected ANZ accounts linked to a card. Depending on the retailer, you may also be able to withdraw cash from your account.

6.3 MAESTRO AND CIRRUS

MAESTRO and CIRRUS are international EFTPOS and ATM networks, which enable customers to access available funds in their ANZ accounts by using their ANZ Access card or linked ANZ MasterCard whilst overseas.

6.4 FEES AND CHARGES, MAESTRO AND CIRRUS

Transaction fees and overseas transaction fees apply for the use of CIRRUS ATMs and MAESTRO EFTPOS overseas. If the amount of the transaction is more than your available balance (including any approved overdraft or credit limit) and we do not process the transaction in accordance with Section 2.12, the transaction may be rejected and the fees referred to above will not be charged. At overseas CIRRUS ATMs, you cannot use your ANZ Access card or ANZ MasterCard card to make deposits or transfer funds between linked accounts.

6.5 SURCHARGING, MAESTRO AND CIRRUS

A surcharge may be imposed for making a withdrawal from some ATMs overseas or using some EFTPOS terminals overseas. Surcharges will not appear as a separate item on the account statement, but will be included in the total transaction amount shown.

6.6 EXCHANGE RATES AND CONVERSION, MAESTRO AND CIRRUS

All MAESTRO and CIRRUS transactions will be processed through MasterCard International Incorporated using the conversion rates set in accordance with its rules as at the date those transactions are processed by MasterCard International Incorporated. This means that:

- transactions in United States dollars will be converted into Australian dollars; and
- transactions in other currencies will first be converted into United States dollars and then converted into Australian dollars.

In most cases, the conversion rate applied to a refund or a reversal of a transaction will be different to the conversion rate applied to the original transaction.

6.7 LIMITS (NOT APPLICABLE TO THE PURCHASE OF FINANCIAL PRODUCTS BY CMC MARKETS)

This section sets out what limits apply to your account.

The following limits will apply if the transaction type applies to your account:

- for cash withdrawals, the limit is \$1,000 a day** per card for ANZ Access Cards or any other limit that we allow you to set
- for cash deposits at ATMs in Australia, the limit is:
 - \$10,000 per account per day** where you use an ANZ Card and
 - \$2,500 per account per day** without an ANZ Card
- for a PayTo Payment, you can find the limit at www.anz.com/accounttermsconditions
- if you use a third party service (such as Visa Direct) to make a payment from, or receive a payment into your account, we may apply other limits to those transactions. Before using these services, see www.anz.com/accounttermsconditions for information about limits that may apply.

** A day begins at 12:00:00am (Melbourne time) and ends at 11:59:59pm (Melbourne time) on the same day.

Refer to 'Section 8. Electronic banking conditions of use' section for limits that apply to Pay Anyone and BPAY Payments. For more information on available limits, see www.anz.com/accounttermsconditions

Lower limits may sometimes apply. For example, lower limits may apply if a system is unavailable.

Acting reasonably, we can change these limits, including any limit that we've allowed you to set which differs to the default limits. If we do this, we will give you reasonable prior notice of at least 20 days. However, we are not required to provide you with prior notice if the reduction or cancellation of a limit is required to immediately restore or maintain the security of a system or your account.

For daily card limits, the limit represents the maximum amount that can be withdrawn or deposited across all account(s) linked to the card.

Merchants or other people involved in a transaction may apply limits and charge fees if a limit is exceeded.

Acting reasonably, we may also set a limit on the amount of cash you can withdraw over the counter at a branch each day. Please ask at the branch or call the Contact Centre for details of any limits that apply.

It's your responsibility to make sure you don't exceed the limits.

We don't have to process a transaction if a limit is exceeded, or if it would cause a limit to be exceeded or your account to be overdrawn. However, we might choose to.

This does not apply to the amount that CMC Markets may debit to your ANZ V2+Broking account in order to purchase or sell financial products at the instruction of your adviser.

6.8 PLUS

PLUS is an international ATM network through which you can access funds in your linked ANZ V2+Broking account by using your ANZ Visa card and PIN while overseas.

If you have not previously agreed in writing to accept these terms and conditions, first use of your ANZ Visa card overseas at a PLUS ATM will automatically constitute your agreement to these terms and conditions.

At overseas PLUS ATMs, you cannot use your ANZ Visa card to make deposits or transfer funds between linked accounts. When you use your ANZ Visa card to access a linked ANZ account, you can usually access funds from either your linked primary savings or cheque account*. However, some overseas ATMs do not offer this choice:

- If you have both primary savings and primary cheque accounts linked to your card, when you press 'debit' the ATM will automatically select your primary savings account;
- Some ATMs have no account selection facility at all. In this case, the ATM will automatically select a cash advance from your ANZ Visa credit card account if you proceed with the transaction.

* Linked primary accounts refer to ANZ accounts you have nominated as your primary savings or cheque account linked to your credit card.

6.9 FEES AND CHARGES, PLUS

Transaction fees and overseas transaction fees apply for the use of PLUS ATMs overseas. If the amount of the transaction is more than your available balance (including any approved overdraft or credit limit) and we do not process the transaction in accordance with Section 2.12, the transaction may be rejected and no fees will be charged.

6.10 SURCHARGING, PLUS

Some overseas ATM locations may impose a surcharge when you use their ATM to make a withdrawal.

Surcharges will not appear as a separate item on the account statement, but will be included in the total transaction amount shown.

6.11 EXCHANGE RATES AND CONVERSIONS, PLUS

All transactions in a currency other than Australian dollars will be converted into Australian dollars by Visa International. Visa International will determine the conversion process and rate or rates used.

In the case of a refund or a reversal of a transaction, the conversion rate or rates used for the refund or the reversal of

a transaction may be different to the conversion rate or rates used for the original transaction.

6.11A KEEPING YOUR ANZ ACCESS CARD AND PIN SECURE

The security of your ANZ Access card is very important. If you fail to observe the following security requirements you may increase the account holder's liability for any unauthorised use of the ANZ Access card.

In relation to your ANZ Access card, you must:

- sign the back of your card immediately upon receipt;
- on the expiry date destroy your card by cutting it (including any chip on the card) diagonally in half;
- not let anyone else use your card;
- take reasonable steps to protect your card from loss or theft; and
- notify us immediately if you become aware that your card has been lost or stolen.

The Electronic Banking Conditions of Use in Section 8 set out additional security requirements in relation to electronic access processes, including your ANZ Access card and PIN.

6.11B WHAT HAPPENS IF YOUR ANZ ACCESS CARD IS LOST OR STOLEN?

The best way to notify us is to phone us on the numbers listed at the back of this booklet.

Alternatively, or if our telephone reporting service is unavailable, you should report the loss or theft to any ANZ branch. When a telephone report is made, we will give you a notification number or some other form of acknowledgement. You should retain this as evidence of the time and date of your report.

If you report that an ANZ Access card has been lost or stolen, the card will be cancelled as soon as the report is made. This means that you must not use the card once the report is made. For example, if you report your ANZ Access card has been lost or stolen and you find it after making the report, you must not use the card. You must destroy the card by cutting it (including any chip on the card) diagonally in half and return it to an ANZ branch as soon as possible.

We may issue you with a new ANZ Access card*.

These terms and conditions will apply to your replacement ANZ Access card.

The account holder may be liable for transactions for which you did not give authority if they occur before the report relating to your ANZ Access card is received by us, but liability will not exceed \$150. However, if you have contributed to the loss by unreasonably delaying reporting to us the loss or theft of your card, the account holder may be liable for transactions for which you did not give authority incurred before the report is received by us.

This liability does not apply to transactions involving the use of an electronic access process, including your card and PIN. You should read the Electronic Banking Conditions of Use in Section 8 to understand your liability in the event of unauthorised use of an electronic access process, including your card and PIN.

6.12 LOST AND STOLEN CARD AND PIN WITHIN AUSTRALIA

If your card or PIN is lost or stolen, or if your PIN has become known to someone else, you must notify us as soon as possible. The best way to minimise your liability is to contact us by telephone. Emergency telephone numbers are listed at the back of this booklet.

6.13 LOST AND STOLEN CARD AND PIN WHILE OVERSEAS

If your card or PIN is lost or stolen, or if your PIN has become known to someone else, you must notify us as soon as possible. The best way to minimise your liability is to contact us by telephone. Emergency telephone numbers are listed at the back of this booklet.

*ANZ is phasing out ANZ Access Cards and they will generally not be issued from 29 June 2024.

SECTION 7. OTHER THINGS YOU NEED TO KNOW

7.1 CHANGE OF NAME AND ADDRESS BY SIGNATORIES

We will not be responsible for any errors or losses associated with changes to details where we have not received prior notice.

7.2 CLOSING YOUR ANZ V2+BROKING ACCOUNT

You, your adviser (if appropriate level of access) or any other person authorised to close your account can close it at any time at an ANZ branch or by contacting the ANZ V2 PLUS Service Centre.

If your account is in credit when you close it, we will pay you the balance, including any accrued credit interest, less any fees and charges that apply. Periodical fees may apply even if the account has been open for only part of a period. If any amounts deposited to your account have not cleared at the time you close the account, we will not release those amounts until they have cleared.

If your account is in debit, you must pay, or make arrangements satisfactory to us for the payment of, the outstanding balance plus any accrued debit interest, fees and other charges (including contingent fees and charges) that apply at the time, before we will close your account.

When you close the account you must return any unused electronic cards which operate the account.

7.3 CLOSING YOUR CMC MARKETS TRADING ACCOUNT

In the event that you or your adviser closes your CMC Markets Trading Account, your ANZ V2+Broking account will be closed on the terms set out in Section 7.2.

7.3A CLOSURE OR BLOCKING OF YOUR ANZ V2+BROKING ACCOUNT BY US

In addition to the circumstances referred to in sections 2.15 and 2.18, we can close your account without telling you first if:

- we reasonably think that you haven't complied with these terms and conditions in a material way and you haven't fixed the non-compliance in a reasonable time after we ask you to do so;
- we're required to by law, court order or a direction of a regulator;
- we reasonably think your account is being used fraudulently or illegally;
- you are no longer eligible to have your account;
- we reasonably think that something you told us or a confirmation that you gave us is or becomes incorrect and that is material to us;
- we reasonably think you are using any account and/or product you have with us, or using any channel provided by us, inappropriately or to engage in financial or other abuse, unlawful behaviour or to engage in offensive, threatening, defamatory, harassing or controlling behaviour; or
- we think it is reasonably necessary in our legitimate business interests.

We can also close your account if you owe us any money and haven't paid us after receiving a request from us asking you to and we reasonably consider it is in our legitimate interests to do so. We'll try to tell you before we do this, but unless the law requires us to, we don't have to.

We can close your account:

- if you haven't operated it for more than 3 months and the balance is:
 - \$0 or negative, without telling you first
 - greater than \$0, by telling you at least 30 days prior to closing, and

- without reason, if we tell you a reasonable time before we close it.

When the account is closed, we will send you a cheque for the net credit balance of the account.

We reserve the right to restrict the amount, or the amount of each denomination, of any deposits that may be made to your account, to block access to your account, and prevent all or specific transactions from being processed to your account, without notice where we consider that it is in our legitimate interests to do so. For example, we may do so where we consider this necessary to protect us or you from suffering financial loss (e.g. as a result of suspected fraudulent activity on the account). Any transaction limits that would otherwise apply are subject to our rights to take these actions. Please ask at the branch or call our ANZ V2 PLUS Service Centre for details of any limits that apply.

7.3B CANCELLATION OF AN ANZ ACCESS CARD

When we may cancel, suspend, block, limit or change your card or card linkages

For the purposes of this clause, a reference to 'card linkage' means the link that enables you to use the ANZ Access card to access an ANZ account or product.

Different types of access apply depending on the linkage.

- (a) Without limiting any of our rights under these terms and conditions, we may cancel, suspend, block, change or limit any ANZ Access card or any card linkages:
 - (i) Without notice (unless required by law), where:
 - all of the accounts which the card may access have been closed;
 - we reasonably consider that immediate cancellation, suspension, block, change or limit (as applicable) is necessary to protect us, the card holder or the account holder from suffering financial loss; or
 - you have not activated your card within 90 days after we issued it to you.
 - (ii) With reasonable notice of at least 30 days, where we reasonably consider it is in our legitimate business interests to do so. For example, we may do this as part of a process to discontinue, replace or migrate

certain card types or to reflect changes in our business processes or systems.

- (b) An account holder may cancel an ANZ Access card on their account at any time by notifying us. A card holder may cancel their ANZ Access card at any time by notifying us. ANZ may require written confirmation.

What happens when your ANZ Access card is cancelled

ANZ Access cards remain our property at all times.

When we cancel an ANZ Access card, or receive instructions to cancel an ANZ Access card, the card must not be used and must be securely destroyed (including any chip).

The account holder:

- is responsible for the use of any ANZ Access card(s) and of the account until all cards are returned to us cut diagonally in half (including any chip on the card) or until the account holder has taken all steps to return the card(s) to us; and
- is responsible for any transactions debited to the account in accordance with any standing authority or any other authorised link to the account from an ANZ credit card, an ANZ Access card or ANZ Phone Banking, ANZ Internet Banking or ANZ Mobile Banking until the authority is cancelled in accordance with these terms and conditions.

Any standing authority given by you to other parties such as monthly debits for life insurance must be cancelled directly by you with the other party. You should provide new payment details to the party if you want to continue to make payment this way.

If an ANZ Access card is cancelled under these terms and conditions:

- (a) you will no longer be able to access any linked accounts or products with that ANZ Access card; and
- (b) if you use the card number as your CRN, you may no longer be able to use your CRN to access electronic channels, including ANZ Phone Banking, ANZ Internet Banking, ANZ Internet Banking for Business or ANZ Mobile Banking.

If your card or card linkage is cancelled, you can contact the ANZ V2 PLUS Service Centre to make alternative arrangements.

7.3C ANZ ACCESS CARD REISSUE AND REPLACEMENT

At any time, we may issue a new ANZ Access card to you, provided the account holder has not previously requested us to revoke this authority. If your ANZ Access card becomes faulty or damaged, you may order a replacement card at any ANZ branch or by phoning the numbers listed at the back of this booklet. All such ANZ Access cards are issued subject to these terms and conditions. We can choose not to reissue an ANZ Access card to you where that is reasonably necessary to protect our legitimate interests.

7.3D CHIP

If your ANZ Access card contains a chip, you must ensure that it is protected at all times from misuse (including tampering), damage, destruction or any form of unauthorised use. Only you can use the chip for any of the available services. Your ANZ Access card may be subject to forfeiture if the chip is used by anyone other than you.

7.4 FINANCIAL CLAIMS SCHEME

You may be entitled to payment under the Federal Government's Financial Claims Scheme. Payments under the Financial Claims Scheme are subject to a limit for each depositor. Information about the Financial Claims Scheme can be obtained from <http://www.fcs.gov.au>.

SECTION 8. ELECTRONIC BANKING CONDITIONS OF USE

ANZ warrants that it will comply with the requirements of the ePayments Code.

This section applies to payment, funds transfer and cash withdrawal transactions that are:

- (a) initiated using electronic equipment; and
- (b) not intended to be authenticated by comparing a manual signature with a specimen signature.

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

Definitions

'Activation Code' means the 4- to 7-digit temporary activation number issued to activate the ANZ Mobile Banking service.

'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.

'ANZ Mobile Banking' means each of the ANZ App, ANZ goMoney and Grow by ANZ (and any ANZ mobile banking application that succeeds or replaces any of those applications).

'Authorised Deposit-taking Institution' has the meaning given to that term in the Banking Act 1959 (Cth).

'Banking Business Day' means any day from Monday to Friday that is not a national public holiday.

'BPAY® Payment' means a payment made via the BPAY® Payments service provided by BPAY® Pty Ltd.

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

'Extreme Carelessness' means a degree of carelessness that greatly exceeds what would normally be considered careless behaviour.

'Misdirected Payment' means a payment made by a user using a PayID where funds are paid into the account of an unintended recipient because the PayID wasn't correctly

created or maintained by the recipient's financial institution. This does not include PayTo.

'Mistaken Internet Payment' means a payment made by a user through Pay Anyone where:

- if the payment is not processed through the New Payments Platform, funds are paid into the account of an unintended recipient because the user enters or selects a BSB number and/or account number that does not belong to the named and/or intended recipient as a result of the user's error or the user being advised of the wrong BSB number and/or account number; or
- if the payment is processed through the New Payments Platform (including Osko®), a payment initiated by a user where the payment is directed to the wrong account as a result of the user's error or the user being advised of the wrong BSB number, account number or PayID.

This does not include:

- BPAY® Payments;
- PayTo Payments; or
- Situations where the user transfers funds to the recipient as a result of a scam.

'New Payments Platform' or **'NPP'** means the new payments platform operated by NPPA.

'NPPA' means NPP Australia Limited.

'Osko®' means the Osko® payment service provided by BPAY® Pty Ltd using the New Payments Platform.

'PayID®' means the identifier selected by you (with our approval) to allow others to send NPP payments to you and/or take NPP payments from you instead of using a BSB and account number.

'PayTo®' means the service which enables us to process NPP payments from your account in accordance with and on the terms set out in a PayTo Payment Agreement.

'PayTo Payment Agreement' means an agreement between you and an approved Merchant or Payment Initiator, by which you authorise us to process PayTo payments from your account.

'PIN' means Personal Identification Number.

PayID and PayTo are registered trademarks of NPP Australia Limited.

‘Receiving Bank’ means an Authorised Deposit taking Institution which has subscribed to the ePayments Code or which receives payments processed through the New Payments Platform (including Osko®) and whose customer has received an internet payment.

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

‘Security Requirement’ has the meaning given to that term in this section.

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

‘Transaction’ means a transaction to which the ePayments Code applies or which is processed through the New Payments Platform.

‘Unintended recipient’ means the recipient of funds as a result of a Mistaken Internet Payment or Misdirected Payment.

‘User’ means you or an individual who is authorised to use an account.

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 transaction limit or impose new transaction limits by giving you notice. You can find current transaction limits for your accounts at www.anz.com/accounttermsconditions

How you can use ANZ Internet Banking

You can use ANZ Internet Banking to make transactions on your linked accounts, as set out in your account terms and conditions. You can also use ANZ Internet Banking to purchase and order a range of financial services and products. You can get more details by visiting the website at www.anz.com

Fees and Charges for ANZ Mobile Banking

ANZ reserves the right to charge an account nominated by you with fees and charges for the provision of ANZ Mobile Banking. The fees and charges applicable to ANZ Mobile Banking are those shown on www.anz.com and may vary from time to time.

You may also incur charges from your mobile operator as a result of using ANZ Mobile Banking. Any such charges are solely your responsibility.

Access to and use of Pay Anyone and International Services

(a) Obtaining Pay Anyone

When applying for Pay Anyone for ANZ Internet Banking, you 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/accounttermsconditions when you apply. Restrictions apply depending on whether you are using Pay Anyone for personal or business purposes. When applying for Pay Anyone for ANZ Mobile Banking your daily limit will be as advised to you by ANZ and may not be changed by you.

If you require your password for Pay Anyone for ANZ Internet Banking to be reset or reissued ANZ may reduce your current daily Pay Anyone limit for ANZ Internet Banking. You will need to re-apply if you wish to reinstate that limit. Please allow sufficient time for the change to be made before you attempt to use the higher daily transfer limit. You can apply to increase or decrease your daily transfer limit for ANZ Internet Banking through ANZ Internet Banking.

(b) Obtaining International Services

You can apply for International Services after you have been granted Pay Anyone access. International Services are not available through ANZ Mobile Banking. The total of all Pay Anyone and international money transfers (converted into Australian Dollars) on any day cannot exceed your Pay Anyone daily transaction limit.

(c) Availability of PayTo

PayTo is available on eligible accounts if you have Pay Anyone access and your account has access to "All Transactions" (see below). For more information about the availability of PayTo please refer to anz.com.

Access Levels

Access levels for ANZ Phone Banking, ANZ Internet Banking and ANZ Mobile Banking Access levels:

- **'All transactions'** – access every function within ANZ Phone Banking and ANZ Internet Banking for the account;

- **‘Transaction History Details only and BPAY® Payments’** – includes BPAY® Payments, account balance information and transaction history details 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, transaction history details and account balance information 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® Payments;
- **‘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 and transaction history details;
- **‘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® Payments.

Account holders aged 12 to 15 years, adults who have a joint account with account holders aged 12 to 15 years, and account signatories (no agents can be appointed) to accounts held by customers aged 12 to 15 years may only have restricted access levels for ANZ Phone Banking and ANZ Internet Banking.

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 sending a written request or Securemail to ANZ, or calling ANZ on the relevant number listed in 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, 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 and ANZ Mobile Banking to change their own password.

If you are an ANZ credit card account holder and nominate access to this account via ANZ Internet Banking, each additional card holder 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 or this section.

ANZ may delay acting on or may ask you for further information before acting on an instruction.

ANZ is not obliged to process a future dated or recurring transfer or Pay Anyone to a PayID that has changed since ANZ received your instructions. You must monitor your recurring and future transfers and Pay Anyone instructions and update the payee details if required.

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 in 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.

ANZ may notify you of any electronic transactions (instructions for which are received through ANZ Mobile Banking) it is unable to process.

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;
- not all electronic equipment will allow you to make deposits;
- future dated transfers, Pay Anyone or BPAY® Payment instructions can only be revoked or changed by you if instructions to delete the transaction are given to ANZ through ANZ Internet Banking (or any other channel we allow) before midnight Sydney time on the business day before the transaction is scheduled to occur.

An immediate transfer, Pay Anyone or BPAY® Payment cannot be revoked or stopped once ANZ receives your instruction. You should ensure that all information you provide in relation to the payment is correct. 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 Sydney time on the ANZ Business Day (or, for Pay Anyone, the Banking Business Day) before the transaction is scheduled to occur.

After this time, the instruction cannot be revoked.

Processing instructions – ANZ Phone Banking, ANZ Internet Banking and ANZ Mobile Banking

Any ANZ Phone Banking, ANZ Internet Banking and ANZ Mobile Banking transactions (other than a BPAY® Payment) 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, ANZ Internet Banking and ANZ Mobile 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:

- in near real time, or on the future date you have selected, if the Pay Anyone transfer can be made through the New Payments Platform or Osko®;
- if the Pay Anyone transfer cannot be made through the New Payments Platform or Osko®, in the following way:
 - If you do not ask us to make the transfer on a future date, on the day the instruction is given provided ANZ receives the instruction before 6pm Melbourne time on a Banking Business Day;
 - If you ask us to make the transfer on a future date, on that date provided it is a Banking Business Day (or if it is not, on the next Banking Business Day);

ANZ will process an international money transfer on the day the instruction is given provided ANZ receives the instruction before 6pm Melbourne time on a Banking Business 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; or
- there is a technical failure; or
- there is a technical or payment infrastructure-related delay that is outside of our control; or
- there is a delay or error in accepting the instructions caused by the financial institution to which the transfer is to be made.

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® Payments

ANZ is a member of the BPAY® Scheme. This is an electronic payments scheme through which ANZ can be asked to make BPAY® 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. This section applies only to BPAY® Payments and does not apply to payments processed using Osko®, which is another service provided by BPAY®.

You must comply with the terms and conditions for the account which you ask ANZ to debit a BPAY® Payment (to the extent that those terms are not inconsistent with or expressly overridden by these Conditions of Use).

To make a BPAY® Payment 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;
- the account from which you want the payment to be made; and
- for future dated payments, the date on 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® Payment instruction if it is not made in accordance with these Conditions of Use or if the information given is incomplete and/or inaccurate.

ANZ may reject a payment direction if the relevant biller no longer offers BPAY® payment facilities.

Limits apply to your use of BPAY® Payments on both a per transaction and daily limit (per CRN) basis.

Separate daily limits apply for BPAY® Tax Payments, independent of the general BPAY® Payment limits. For more information on available limits see www.anz.com/accounttermsconditions

Subject to the 'Processing Instructions' conditions set out above:

- any BPAY® Payment made by you will be processed on the day you tell ANZ to make that BPAY® Payment if ANZ receives your instructions before 6pm Sydney time on a Banking Business Day (ANZ's cut-off time); and
- BPAY® Payment instructions received after 6pm Sydney time on a Banking Business Day, or on a day that is not a Banking Business Day, will be processed on the next Banking Business Day.

A delay may occur in processing a BPAY® Payment where:

- You tell ANZ to make a BPAY® Payment on a non- business day;
- you tell ANZ to make a BPAY® Payment 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 BPAY® Payment or does not otherwise comply with its obligations under the BPAY® Scheme.

There may also be a delay in the biller processing the payment if the day after you tell ANZ to make a BPAY® Payment is a non-business day.

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® Payment 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® Payment which has been made from your linked account which was not authorised;
- the possibility that you have been fraudulently induced to make a BPAY® Payment; or
- any delay or mistake in processing of your BPAY® Payment.

The longer it takes you to tell ANZ about a BPAY® Payment which was unauthorised, may have been fraudulently induced, or any delay or mistake in processing the BPAY® Payment, the more difficult it may be for ANZ to investigate and/or recover the payment.

You must provide ANZ such assistance as may be reasonably necessary to investigate any BPAY® Payment which was unauthorised, may have been fraudulently induced, or any delay or mistake in processing the BPAY® Payment.

If ANZ is advised by a biller that it cannot process your BPAY® Payment ANZ will:

- advise you of this;
- credit your account with the amount of that BPAY® Payment; 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® Payment 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® Payments will not apply to any use by you of biller codes in this way.

Short Message Service (SMS)

By registering for ANZ Mobile Banking, you agree that we may send SMS messages to your nominated mobile phone. ANZ is not liable for any loss or damage you suffer as a result of any person other than you accessing those messages, except where such loss or damage arise from negligence, fraud or wilful misconduct by ANZ or its officers, employees, contractors or agents, or in respect of any consequential loss or damage.

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 any 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 (including an embedded microchip on the card) diagonally in half 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 in this booklet.

If ANZ's telephone reporting service is unavailable, you must report the disclosure, 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

If ANZ cancels or suspends your card or CRN in accordance with the terms of your contract, ANZ may, without notice, cancel any associated CRN or electronic access.

Without limiting any other rights of ANZ under applicable terms and conditions, we may also at any time suspend or terminate your ability to make BPAY® Payments in the following circumstances:

- We, or BPAY®, suspect on reasonable grounds that you, or a person acting on your behalf is:
 - being fraudulent;
 - in breach, or will cause you to be in breach, of these terms and conditions;
 - using BPAY® Payments in a manner that will, or is likely to, adversely affect the integrity, stability or reputation of BPAY® Payments, the BPAY® Scheme, or the quality of services offered to you or to other customers; or
 - using BPAY® Payments in connection with any activities which are unlawful;

- BPAY® or any regulatory authority requires or requests us to do so; or
- our membership to the BPAY® Scheme or our subscription to BPAY® Payments is suspended, ceases or is cancelled for any reason.

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 in this booklet. ANZ may require written confirmation. The card must be cut diagonally in half (including any embedded microchip on the card) 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 in 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 (other than by use of an Informal Overdraft, if any) 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 the account you have nominated for ANZ Mobile Banking fees and charges to be charged to is closed;
- ANZ suspects you of being fraudulent or engaging in inappropriate behaviour unless the withdrawal 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

Users must keep their passwords, PINs and Telecodes secure. Failure to do so may increase your liability for any loss.

Warning: A user must not use their birth date or an alphabetical Telecode which is a recognisable part of their name as a password, PIN or Telecode, or select a Telecode which has sequential numbers, for example, '12345' or where all numbers are the same, for example, '11111'. If the user does, you may be liable for any loss suffered from an unauthorised transaction.

A user must not:

- voluntarily disclose any of their passwords, PINs or Telecodes to anyone, including a family member or friend;
- write or record passwords, PINs or Telecodes on a card, or keep a record of the passwords, PINs or Telecodes on anything carried with the card or liable to loss or theft at the same time as the card, unless the user makes a reasonable attempt to protect the security of the passwords, PINs or Telecodes;
- keep a written record of all passwords, PINs or Telecodes required to perform transactions on one or more articles liable to be lost or stolen at the same time, without making a reasonable attempt to protect the security of the passwords, PINs or Telecodes;
- select a numeric password, PIN or Telecode that represents their birth date, or an alphabetical password, PIN or Telecode that is a recognisable part of their name;
- otherwise act with extreme carelessness in failing to protect the security of all passwords, PINs or Telecodes, (each a 'Security Requirement').

For the avoidance of doubt, reference to passwords in this clause (Password, PIN and Telecode Security) includes one-time passwords.

Warning: Users should avoid accessing ANZ Phone Banking through telephone services which record numbers dialled – or example hotels which do this for billing purposes. In these situations users 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

Additional authentication requirements

To help protect the security of your account, ANZ may require you to comply with additional authentication requirements before processing a transaction (for example, by requiring you to enter a security code sent to your mobile before processing a withdrawal). ANZ will decide in its discretion which transactions require additional authentication. If you are unable to comply with an authentication request or if the system through which the authentication is done malfunctions or is unavailable for any reason, ANZ may not be able to process a transaction. In this instance, you can contact ANZ for assistance.

Unauthorised transactions

The following provisions apply to unauthorised transactions. The provisions do not apply to a transaction performed by a user or by anyone who performs a transaction with the knowledge and consent of a user.

(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 third parties involved in networking arrangements, or of merchants or their agents or employees;
- are caused by a card, account number, PayID, password, PIN or Telecode which is forged, faulty, expired or cancelled;
- are caused by a transaction that requires the use of any card, password, PIN or Telecode that occurred before the user received or selected the card, password, PIN or Telecode (including a reissued card, password, PIN or Telecode);
- are caused by a transaction being incorrectly debited a second or subsequent times to the same account;

- arise 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 a password, PIN or Telecode has been breached;
- arise from an unauthorised transaction that can be made using an account number or PayID without a password, PIN or Telecode or card. Where a transaction can be made using a card, or a card and an account number or PayID, but does not require a password, PIN or Telecode, you will be liable only if the user unreasonably delays reporting the loss or theft of the card;
- arise from an unauthorised transaction if it is clear that a user has not contributed to the losses; or
- occur while ANZ's process for reporting unauthorised transactions, loss, theft or misuse of a card or breach of a Security Requirement is unavailable, provided that a report is made within a reasonable time of the process again becoming generally available.

(b) When the account holder is liable

If ANZ can prove on the balance of probability that a user contributed to the loss arising from an unauthorised transaction through fraud or through breaching a Security Requirement:

- the account holder is liable in full for the actual losses that occur before ANZ is notified of the loss, theft or misuse of a card or breach of a Security Requirement, but
- the account holder will not be liable for a portion of the losses:
 - incurred on any one day that exceed any applicable daily transaction limit;
 - incurred in any period that exceed any applicable periodic transaction limit;
 - that exceed the balance of the account, including any pre-arranged credit; or
 - incurred on any account that ANZ and the account holder had not agreed could be accessed using the card, account number or PayID and/or password, PIN or Telecode used to perform the transaction.

Where:

- more than one password, PIN or Telecode is required to perform a transaction, and

- ANZ can prove that a user breached a Security Requirement for one or more (but not all) of the required passwords, PINs or Telecodes, the account holder will only be liable if ANZ can also prove that on the balance of probability that the breach of the Security Requirement was more than 50% responsible for the losses, when assessed together with all the contributing causes. The account holder is liable for losses arising from unauthorised transactions that occur because a user contributed to the losses by leaving a card in an ANZ ATM.

If ANZ can prove, on the balance of probability that a user contributed to the losses resulting from an unauthorised transaction by unreasonably delaying reporting the misuse, loss or theft of a card or a breach of a Security Requirement, the account holder will be liable for the actual losses that occur between:

- the time when the user became aware of the security compromise, or in the case of a lost or stolen card, should reasonably have become aware; and
- the time ANZ was notified of the security compromise, however, the account holder will not be liable for that portion of the losses:
- incurred on any one day that exceeds any applicable daily transaction limit;
- incurred in any period that exceeds any applicable periodic transaction limit;
- that exceeds the balance on the account, including any prearranged credit; or
- incurred on any account that we and the account holder had not agreed could be accessed using the card and/or passwords, PIN or Telecode used to perform the transaction. If it is not clear whether a user has 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 or a lower figure determined by ANZ;
 - the balance of the account or accounts (including any prearranged credit) from which ANZ and the account holder have agreed could be accessed using the card and/or password, PIN or Telecode, or
 - the actual loss at the time ANZ is notified of the misuse, loss or theft of a card or breach of a Security Requirement

(but not that portion of the loss incurred on any one day* which is greater than the daily transaction limit or other periodic transaction limit (if any)).

* A day begins at 12:00:00am (Melbourne time) and ends at 11:59:59pm (Melbourne time) on the same day.

Additional protection

Visa – Zero liability

Subject to the section headed 'Unauthorised transactions' you will not be liable for unauthorised transactions on a Visa credit card or ANZ Access Visa Debit card.

If you notify ANZ of an unauthorised transaction(s), within 5 business days we will provide provisional credit to you to the value of the unauthorised transaction unless your prior account history is unsatisfactory or if the nature of transactions justifies a delay in crediting your account.

MasterCard – Zero liability

Subject to the section headed 'Unauthorised transactions' you will not be liable for unauthorised transactions on a MasterCard credit card.

Equipment malfunction

ANZ is responsible to the account holder for any loss caused by the failure of a system or equipment to complete a transaction that was accepted in accordance with your instructions.

However, if you were aware or should reasonably have been aware that the system or 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 computer and mobile phone anti-virus and security measures, and those of any authorised user, to help prevent unauthorised access via ANZ Internet Banking or ANZ Mobile 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® Payment made from a linked account is unauthorised, you should first give ANZ your written consent to obtain from the biller information about

your account with that biller or the BPAY® Payment, (including your CRN) as ANZ reasonably requires to investigate the BPAY® Payment. This should be addressed to the biller who received the BPAY® Payment. 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® Payment for the shortfall. If you cannot make another BPAY® Payment for the shortfall because the shortfall amount is less than the minimum amount the biller will accept, you can ask ANZ to arrange for a reversal of the initial payment. You can then make a second payment for the correct amount. If you discover that the amount you instructed ANZ to pay was more than the amount you needed to pay, you can ask ANZ to request a reversal of the initial payment from the biller on your behalf, and if this occurs, you can make a second payment for the correct amount.

(b) ANZ's liability

If you are liable for an unauthorised or fraudulently induced payment under this 'Liability under the BPAY® Scheme' section or as a result of a BPAY® billing error and the ePayments Code applies, then your liability is limited to the lesser of:

- (i) the amount of that unauthorised or fraudulently induced payment; or
- (ii) the limit (if any) of your liability set out under 'Unauthorised transactions'.

If (ii) applies, ANZ will be liable to you for the difference between the amount for which you are liable and the amount of the unauthorised or fraudulently induced payment.

BPAY® Payments

Except where a BPAY® Payment is an unauthorised payment, a fraudulently induced payment or a mistaken payment, BPAY® Payments are irrevocable. No refunds will be provided through the BPAY® Scheme where you have a dispute with the biller about any goods or services you may have agreed to acquire from the biller. Any dispute must be resolved with the biller. This is the case even where your BPAY® Payment has been made with a credit card account, no chargeback rights apply to BPAY® Payments.

Unauthorised BPAY® Payments

If a BPAY® Payment is made in accordance with a payment direction, which appeared to ANZ to be from you or on your behalf, but 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, or part of that payments (as applicable):

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

Fraudulently Induced BPAY® Payments

If a BPAY® Payment is induced by the fraud of a person involved in the BPAY® Scheme, then that person should refund you the amount of the fraudulently 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 fraudulent inducement or would have detected it with reasonable diligence, in which case that person must refund you the amount of the fraudulently induced payment.

Mistaken BPAY® Payments

If you discover that a BPAY® Payment 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 (e.g. due to entering the wrong details as part of the payment direction) and ANZ cannot recover the amount of that payment, or part of that payment (as applicable) from the person who received it within 20 business days of ANZ attempting to do so, you must pay ANZ the amount that ANZ cannot recover.

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.

Consequential Loss

This clause does not apply to the extent that it is inconsistent with or contrary to any applicable law or code of practice to which we have subscribed. If those laws or that code would make this clause illegal, void or unenforceable or impose an obligation or liability which is prohibited by those laws or that code, this clause is to be read as if it were varied to the extent necessary to comply with those laws or that code or, if necessary, omitted.

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.

(c) Indemnity

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

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

You are not required to discharge or indemnify us under this clause in relation to any loss or damage to the extent it arises from negligence, fraud or wilful misconduct or mistake by ANZ or its officers, employees, contractors or agents.

Mistaken Internet Payments

A user may report a Mistaken Internet Payment at any ANZ branch or by phoning ANZ on 13 13 14. Where a user reports a Mistaken Internet Payment, ANZ will investigate whether a Mistaken Internet Payment has occurred. If ANZ is satisfied that a Mistaken Internet Payment has occurred, ANZ will send the Receiving Bank a request for return of the funds.

If ANZ is not satisfied that a Mistaken Internet Payment has occurred, ANZ will not take any further action.

ANZ will inform the user of the outcome of a reported Mistaken Internet Payment in writing within 30 business days of the report being made.

Process where some or all funds are available and report is made within 10 business days

Where a user reports a Mistaken Internet Payment or Misdirected Payment within 10 business days of making the payment and:

- ANZ and the Receiving Bank are satisfied that a Mistaken Internet Payment or Misdirected Payment has occurred; and
- ANZ is advised by the Receiving Bank that there are funds available in the account of the unintended recipient to cover some or all of the payment and the Receiving Bank has recovered those funds,

the Receiving Bank must forward those funds to ANZ no later than 10 business days after receiving our request to return the funds.

Process where some or all funds are available and report is made between 10 business days and 7 months

Where a user reports a Mistaken Internet Payment or Misdirected Payment between 10 business days and 7 months after making the payment and:

- ANZ and the Receiving Bank are satisfied that a Mistaken Internet Payment or Misdirected Payment has occurred; and
- ANZ is advised by the Receiving Bank that there are funds available in the account of the unintended recipient to cover some or all of the payment; and
- the Receiving Bank prevents the unintended recipient from withdrawing those funds for 10 business days, and during this period the unintended recipient does not establish that they are entitled to those funds, and the Receiving Bank has recovered those funds,

the Receiving Bank must forward those funds to ANZ following the expiry of the 10 business day period referred to above.

Process where some or all funds are available and report is made after 7 months

Where a user reports a Mistaken Internet Payment or Misdirected Payment more than 7 months after making the payment and:

- ANZ and the Receiving Bank are satisfied that a Mistaken Internet Payment or Misdirected Payment has occurred; and

- ANZ is advised by the Receiving Bank that there are funds available in the account of the unintended recipient to cover some or all of the payment; and
 - the unintended recipient consents to return of those funds,
- the Receiving Bank must forward those funds to ANZ.

Misdirected Payments

A user may report a Misdirected Payment using ANZ Internet Banking. Where a user reports a Misdirected Payment, ANZ will investigate whether a Misdirected Payment has occurred. If ANZ is satisfied that a Misdirected Payment has occurred, ANZ will send the Receiving Bank a request for return of the funds.

Process following report of a Mistaken Internet Payment or Misdirected Payment

If the Receiving Bank recovers any funds from an unintended recipient and forwards those funds to ANZ, we will return the funds to the account holder as soon as practicable.

It may not be possible to recover any funds in certain circumstances, for example where:

- the Receiving Bank is not satisfied that a Mistaken Internet Payment or Misdirected Payment has occurred; or
- there are insufficient funds in the unintended recipient's account. In this case, the amount that may be recovered will depend on the Receiving Bank's exercise of discretion to pursue all, some or none of the funds.

If the Receiving Bank is unable to recover the funds from the unintended recipient, the account holder will be liable for losses arising from the Mistaken Internet Payment or Misdirected Payment.

Complaints about Mistaken Internet Payments and Misdirected Payments

A user who reports a Mistaken Internet Payment or Misdirected Payment can complain to ANZ about how the report is dealt with. ANZ will deal with the complaint in accordance with this booklet.

The user is unable to complain to ANZ about the conduct of the Receiving Bank in dealing with their report of a Mistaken Internet Payment.

Unintended recipients

If you receive a Mistaken Internet Payment or a Misdirected Payment into your account and ANZ, as Receiving Bank, is required to forward the funds to the payer's authorised deposit taking institution, you authorise ANZ to:

- block your access to some or all of your funds; and
- withdraw some or all of those funds from your account without notice and return the funds to the payer's authorised deposit-taking institution.

If you are receiving Services Australia income support payments or Department of Veterans' Affairs payments, we will withdraw funds in accordance with the Code of Operation: *Recovery of debts from customer nominated bank accounts in receipt of Services Australia income support payments or Department of Veterans' Affairs payments.*

Changes to the Electronic Banking Conditions of Use

ANZ can change the Electronic Banking Conditions of Use at any time. ANZ will give you at least 30 days prior written notice of any changes which:

- impose or increase fees or charges for issuing or replacing a card, password, PIN or Telecode;
- impose or increase fees or charges for performing transactions; or
- increase your liability for losses relating to transactions; or
- change your daily transaction limit or other periodical transaction limit applying to the use of electronic equipment.
- impose, remove or change your daily or other periodic limit on transactions, an account or electronic equipment (eg limits on the number or value of ATM withdrawals).

For any other change we will notify you in accordance with your deposit product contract.

PayTo Payment Agreements

PayTo® allows you to authorise and maintain PayTo Payment Agreements with Payees who offer PayTo as a payment option.

For the purpose of this clause:

‘Mandate Management Service’ means the central database used to store PayTo Payment Agreement details operated by NPPA.

‘Merchant’ means a merchant with which you have established a PayTo Payment Agreement, or who seeks to establish a PayTo Payment Agreement with you.

‘Payee’ means Merchant or Payment Initiator.

‘Payment Initiator’ means a payment service provider who, acting on behalf of a Merchant, is authorised by the Merchant to establish PayTo Payment Agreements and/or initiate PayTo payments from your account.

‘Transfer ID’ means a unique identification number generated by the Mandate Management Service in connection with a request to transfer one or more PayTo Payment Agreements.

Creating a PayTo Payment Agreement

To establish a PayTo Payment Agreement, you will need to have an eligible ANZ account, and the Payee will need to offer PayTo payment services. You will be required to provide the Payee with your personal information including your BSB/Account number or PayID. You are responsible for ensuring that any information you provide the Payee when establishing a PayTo Payment Agreement is correct. In respect of the collection, use and disclosure of any personal information or data you provide to the Payee, the terms and conditions of the Payee, and their privacy policy (if any) will apply.

Details of your PayTo Payment Agreement will be submitted by the Payee to their financial institution for their record and inclusion in the Mandate Management Service. The Mandate Management Service will record details of your PayTo Payment Agreement to ensure that payments are processed in line with this agreement and to notify ANZ of the creation of this agreement.

ANZ will notify you of the creation of a PayTo Payment Agreement. You must review all details within the PayTo Payment Agreement to verify whether they are correct. If you believe that any details contained within a PayTo Payment Agreement are incorrect (such as payment amount, frequency or any other detail presented), you may decline the PayTo Payment Agreement and contact the Payee, who may amend and resubmit the agreement.

After reviewing the details of the PayTo Payment Agreement, you may authorise or decline the PayTo Payment Agreement. If you authorise the PayTo Payment Agreement, ANZ will record this instruction, update the Mandate Management Service and the agreement will become active. If you decline a PayTo Payment Agreement, ANZ will record this instruction, update the Mandate Management Service and the agreement will be cancelled.

If the Payee has specified a timeframe (up to a maximum of 5 days) within which you must action the PayTo Payment Agreement authorisation request, you must action the request within that timeframe. If no timeframe is specified by the Payee, the request will automatically expire after 6 days. Expired authorisation requests will be considered declined PayTo Payment Agreements.

A PayTo Payment Agreement may be withdrawn by the Payee at any time before you action an authorisation request.

Amending a PayTo Payment Agreement

Your PayTo Payment Agreement may be amended by you or by the Payee.

- **By Payee**

Where an amendment to your PayTo Payment Agreement proposed by the Payee requires your authorisation, ANZ will be notified of these amendments by the Mandate Management Service and will notify you of the proposed amendments. This could include, for example, changes to the payment amount, payment frequency or date.

You must authorise or decline any amendment request that requires your approval. If you authorise the amendment ANZ will record this instruction, update the Mandate Management Service and the amendment will become effective. If you decline the amendment ANZ will record this instruction, notify the Mandate Management Service and the amendment will not be made. A declined amendment request will not otherwise affect the PayTo Payment Agreement.

If you decline the amendment request because it does not reflect the updated terms of the PayTo Payment Agreement that you have with the Payee, you may contact the Payee and have them resubmit the amendment request with the correct details. ANZ is not authorised to vary the details in an amendment request submitted by the Payee.

Amendment requests which are not authorised or declined within 6 days of being sent to you, will expire. If you do not authorise or decline the amendment request within this period of time, the amendment request will be deemed to be declined. This will not affect the existing terms of the PayTo Payment Agreement.

- **By you**

Once a PayTo Payment Agreement has been established, you can amend certain details of your PayTo Payment Agreement (such as changing the linked account) via ANZ Internet Banking, or in any other way we make available.

In the event that your account is no longer eligible for PayTo, you will be unable to make or authorise amendment requests on your agreement. You may:

- contact the Payee and request that they cancel the existing agreement and create a new PayTo Payment Agreement with an eligible BSB/Account number or PayID; or
- you may instruct us to cancel the agreement and request the Payee to submit a new PayTo Payment Agreement on an eligible account.

- **By ANZ**

ANZ will not ordinarily amend a PayTo Payment Agreement on your behalf but we may do so in limited circumstances (e.g. if you are temporarily unable to access your account). If you instruct us to amend your PayTo Payment Agreement, we may, acting reasonably, decide not to act on your instructions, for example, where it is not possible for us to do so, or where we reasonably consider or suspect those instructions either:

- have not been authorised by the account holder(s) or are otherwise fraudulent;
- have been provided by mistake; or
- contain material omissions or errors.

Pausing a PayTo Payment Agreement

- **By you**

Via ANZ Internet Banking, or in any other way we make available:

- you may instruct ANZ to pause your PayTo Payment Agreement; and
- where you have paused a PayTo Payment Agreement, you will also be able to resume that agreement.

ANZ will act on such an instruction by updating your agreement and notifying the Mandate Management Service to update your record. The Mandate Management Service will notify the Payee's financial institution of this update.

In the event that your account is no longer eligible for PayTo, you will be unable to pause or resume your agreement. You may request the Payee to pause and resume the agreement on your behalf or you may instruct us to cancel the agreement and request the Payee to submit a new PayTo Payment Agreement on an eligible account.

Before pausing a PayTo Payment Agreement you should consider if this action may cause you to breach any contractual obligations between you and the Payee. ANZ will not be liable for any loss you suffer if you breach any agreement you have with the Payee.

- **By the Payee**

A Payee may pause and resume their PayTo Payment Agreement with you. If the Payee pauses or resumes an agreement, they will notify their financial institution for their record and update to the Mandate Management Service. ANZ will be notified of a pause/resume update by the Mandate Management Service and will notify you of this.

- **By ANZ**

ANZ may pause and resume your PayTo Payment Agreement where we reasonably consider or suspect fraud, unlawful activity, misconduct, or any suspicious activity.

We may also pause your PayTo Payment Agreement if your account is no longer eligible to be used to process a payment initiation request. See clause titled Availability of PayTo for details of the eligibility criteria.

ANZ will notify the Mandate Management Service to update your record and the Mandate Management Service will notify the Payee's financial institution of this update. ANZ will notify you of this.

While your PayTo Payment Agreement is paused, ANZ will not process payment instructions in connection with this agreement.

If your PayTo Payment Agreement has been paused because your account is no longer eligible for PayTo, and you amend the agreement to link it to an eligible BSB/Account number, your PayTo Payment Agreement will automatically resume.

Transferring a PayTo Payment Agreement

Where this functionality is offered by both ANZ and the other financial institution, you may instruct us (via ANZ Internet Banking or in any other way we make available) to transfer your PayTo Payment Agreement to an account held with another financial institution. ANZ will provide you with a Transfer ID to provide to your new financial institution to enable them to complete the transfer.

Your new financial institution will be responsible for ensuring that you authorise the transfer of your PayTo Payment Agreement and that the details stored in the Mandate Management Service are updated. Your updated PayTo Payment Agreement will become effective once this transfer process is complete.

Until a transfer is complete, your PayTo Payment Agreement and any payments under this agreement will remain linked to and processed from your ANZ account. If the other financial institution does not complete the transfer within 14 days of the date on which the relevant Transfer ID was issued, the transfer will be deemed to be ineffective and payments under the Payment Agreement will continue to be made from your account with us. You may need to start the transfer process again.

If you decide to transfer a PayTo Payment Agreement held with another financial institution to an eligible ANZ account, you will need to obtain a Transfer ID from that financial institution and provide this information when completing a transfer instruction via ANZ Internet Banking (or in any other way we make available). ANZ does not guarantee that all Payment Agreements will be transferrable but will make reasonable endeavours to process your instruction within 14 days. If ANZ is unable to complete a transfer request, we will notify you of this.

Cancelling a PayTo Payment Agreement

- **By you**

You may instruct ANZ to cancel a PayTo Payment Agreement on your behalf via ANZ Internet Banking (or in any other way we make available). ANZ will act on this instruction by updating your agreement and notifying the Mandate Management Service to update your record. The Mandate Management Service will notify the Payee's financial institution of this update.

Cancelling a PayTo Payment Agreement will take effect immediately and the agreement cannot be re-activated. Before cancelling a PayTo Payment Agreement you should consider if this action will cause you to breach any contractual obligations between you and the Payee. ANZ will not be liable for any loss you suffer if you breach any agreement you have with the Payee.

In the event that your account is no longer eligible for PayTo, you will be unable to cancel your PayTo Payment Agreement. In that event, you can contact ANZ to cancel the agreement on your behalf.

- **By the Payee**

A Payee may cancel their PayTo Payment Agreement with you. If the Payee cancels your agreement, they will notify their financial institution for their record and update the Mandate Management Service. ANZ will be notified of this cancellation by the Mandate Management Service and notify you of this.

- **By ANZ**

ANZ may cancel your PayTo Payment Agreement where we reasonably consider or suspect fraud, unlawful activity, misconduct, or any other suspicious activity. We may also cancel your agreement if your account is no longer eligible for PayTo. See clause titled Availability of PayTo for details of eligibility criteria. You may also request ANZ to cancel a PayTo Payment Agreement on your behalf if you do not have access to do so yourself via ANZ Internet Banking (or in any other way we make available). ANZ will notify the Mandate Management Service to update your record. The Mandate Management Service will notify the Payee's financial institution of this update. ANZ will notify you of this cancellation.

Unauthorised PayTo Payments

Once a payment has been made under a PayTo Payment Agreement it is irrevocable. Refunds and reversals will not be provided by ANZ, PayTo or the New Payments Platform where you have a dispute with a Payee about any goods or services you have agreed to or acquired from the Payee under a PayTo Payment Agreement. If you have any complaints about goods or services purchased using a PayTo Payment Agreement you must resolve the complaint directly with the Payee concerned.

If you become aware of a payment being made from your account, that is not permitted under the terms of your PayTo Payment Agreement (such as the payment frequency or the amount debited) you should contact the Payee to resolve this matter directly with them. If you have made reasonable attempts to resolve this matter, ANZ may, at its discretion, raise an enquiry with the Payee's financial institution in an attempt to recover funds on your behalf.

Your Responsibilities

- You are responsible for ensuring that you comply with the terms of any agreement that you have made with a Payee, including adhering to any termination notice periods.
- You acknowledge that you are responsible for any loss that you or any other person suffer in connection with the cancellation or pausing of a PayTo Payment Agreement which is in breach of any agreement that you have with that Payee. This could include (but is not limited to) any termination notice periods that have not been adhered to, any payments that may still be due and any cancellation fees or charges that may apply.
- You must immediately notify ANZ if you no longer hold or have authority to operate an account or PayID that is linked to a PayTo Payment Agreement.
- You must promptly respond to any communication that you receive from ANZ regarding a PayTo Payment Agreement, and within the specified time period. ANZ will not be liable for any loss that you may incur as a result of your delay in responding to such communication.
- If you become aware of any activity that appears suspicious or fraudulent in relation to a PayTo Payment Agreement, for example if you receive a PayTo Payment Agreement authorisation request that you are not expecting or become aware of a fraudulent PayTo payment being processed from

your account, you must immediately (a) pause your PayTo Payment Agreement, and (b) notify us.

Migrated Direct Debits Arrangements

This clause applies when migrated direct debit functionality is offered by both us and the Payee's financial institution.

Payees who have an existing direct debit arrangement with you may establish a PayTo Payment Agreement to replace it. This is called a migrated direct debit arrangement and will be used to process payments under those arrangements via the NPP rather than BECS (Bulk Electronic Clearing System).

If you have an existing direct debit arrangement with a Payee, you may be notified by them that future payments will be processed from your Account under PayTo. The Payee (and not ANZ) should give you prior written notice about the migration and changed processing arrangements. If you do not consent to the migration of your Direct Debit arrangement to PayTo, you must advise the Payee.

We are not obliged to provide notice to you of a migrated direct debit arrangement for you to authorise or decline.

We will process instructions received from a Payee on the basis of a migrated direct debit arrangement.

A migrated direct debit arrangement will be a PayTo Payment Agreement under these terms and conditions.

You can view the full details of a migrated direct debit arrangement in ANZ Internet Banking, or in any other way we make available. You can maintain a migrated direct debit arrangement in the same way as any other PayTo Payment Agreement.

You should pause or cancel the PayTo Payment Agreement and contact the Payee if you do not agree with the terms of the PayTo Payment Agreement.

PayTo Payment Instructions

Once a PayTo Payment Agreement has been authorised by you (and is not paused):

- PayTo Payments are processed through the New Payments Platform.

- Payments made under a PayTo Payment Agreement will be subject to any associated terms, conditions and codes of practice that apply to PayTo (for example payment processing timeframes and dispute processes).
- ANZ will process payments as instructed by the Payee, via their financial institution or payment processor in connection with a PayTo Payment Agreement once it is authorised by you.
- You are responsible for ensuring that you have sufficient funds available to meet the requirements of all PayTo Payment Agreements you have authorised and which remain active. If a payment instruction received by ANZ is unable to be processed due to an issue with your account (such as insufficient funds), the Payee, via their financial institution or payment processor, can re-attempt the payment instruction. ANZ will not be liable for any loss that you suffer as a result of your account having insufficient funds.

ANZ's Rights and Responsibilities

- ANZ will accurately reflect any instruction you provide to us in connection with a PayTo Payment Agreement in the Mandate Management Service.
- We may, in our discretion, delay acting on or decline to act on any of your instructions in relation to your PayTo Payment Agreement where we reasonably consider this necessary to protect us or you from suffering financial loss (e.g., as a result of suspected fraudulent activity on the account).
- If you or we close an account that is linked to a PayTo Payment Agreement, we may cancel that agreement. In this event, ANZ will not be liable for any loss you suffer if you breach any agreement you have with the Payee.

ANZ's Liability Under PayTo

In addition to and without limiting any other clause in these conditions, ANZ will not be liable for any loss that you suffer as a result of, or in connection with the following:

- (a) any payments processed by the Payee in accordance with the terms of a PayTo Payment Agreement you have authorised;
- (b) any payments processed by the Payee outside the payment frequency you have authorised;

- (c) any payments processed by the Payee that do not reflect the amount you owe the Payee (but which are within any “Maximum” amount specified in the PayTo Payment Agreement);
- (d) acting on any instruction from you in relation to your PayTo Payment Agreement;
- (e) acting on your request to transfer a Payment Agreement to an account held at another financial institution;
- (f) your failure to respond within the relevant time period to any notice or instruction from us;
- (g) acting on a notice or an instruction from the Mandate Management Service, a Payee (via their financial institution or payment processor) in relation to you or a PayTo Payment Agreement,

unless such loss is directly caused by a processing error by ANZ, or ANZ’s negligence, fraud or wilful misconduct or mistake.

ANZ is not liable for any consequential loss or damage you suffer as a result of using PayTo, other than due to any loss or damage you suffer due to ANZ’s or its officers’, employees’, contractors’ or agents’ 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.

PayID Conditions

A PayID® is an identifier chosen by you that can be used instead of your BSB and account number, as set out below.

You may be able to create an optional PayID by linking your eligible ANZ account to an eligible PayID type (such as your mobile number, email address or ABN (if eligible)). A PayID linked to your ANZ account can be used by others to:

- send payments to you, where they are permitted to do so by their financial institution; and/or
- take payments from you, where you have authorised permission to do so (such as a PayTo Payment Agreement), through the New Payments Platform.

You must own or have authority to use any PayID you create and to link it to your ANZ account, and we may require proof of this.

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You (or someone authorised by you) will be able to view details of your PayID and may be able to create, update, or close a PayID for your eligible ANZ account through Internet Banking, or in any other way we make available. We may rely on any instruction received from a person authorised to manage PayIDs for your account.

Only one account can be linked to a specific PayID at a time.

Once a PayID is created and linked to your account, it may not be used in relation to any other account with us or with any other financial institution, as the PayID service does not support duplicate PayIDs. You can create multiple PayIDs and link them to an eligible account, provided that each PayID is unique.

Your PayID must be associated with a name (your PayID Name) which reasonably represents you. When you create a PayID, ANZ will generally use the account name of your linked account as your PayID Name. By creating a PayID, you agree that your PayID Name may be shown to anyone who looks up your PayID (for example, to send a payment to you or take a payment from you).

You can generally transfer a PayID to another eligible account that you own (including an account with another financial institution). You will need to tell us that you want to transfer the PayID through Internet Banking or in any other way we make available. Once the PayID is linked to your new account, payments using to the PayID will be sent to, or taken from, that account.

If you are transferring your PayID to another financial institution, they may also require you to take steps to complete the transfer.

We will complete a request to transfer or close a PayID within 24 hours. However, if you are transferring a PayID to another financial institution, you will also need to request that financial institution to link the PayID to your account with that financial institution and the other financial institution may take longer to process the request. If the other financial institution does not complete the transfer within 14 days, the transfer will be deemed to be ineffective and your PayID will remain linked to your current account. You may need to start the transfer process again.

Your PayID will remain linked to your existing account until the transfer to the other financial institution is complete.

When transferring a PayID, you are responsible for any associated updates required by you such as updating any PayTo Payment Agreements established by you using this PayID.

You must update or close your PayID if you:

- change the mobile number or email address you are using as your PayID;
- no longer have authority to use that PayID; and/or
- no longer have authority to link that PayID to the relevant account.

You must tell us if;

- your PayID Name no longer reasonably represents the account holder's name;
- any other PayID information changes; and/or
- you are no longer authorised to use the relevant linked account.

We monitor the use of PayIDs and confirm regularly that they remain correct. We may lock or close your PayID if:

- we become aware of suspicious activities relating to your PayID or your linked account, or we suspect that it has been used for fraudulent purposes, or
- you cannot verify that you continue to be authorised to use your PayID, or
- your PayID has not been used or validated for 3 years or more, or
- someone attempts to register the PayID for another account, we are unable to contact you, and your PayID has been inactive for 6 months or more, or
- you close your linked account or cease to be authorised to operate the account.

When your PayID is locked, it cannot be updated or used to send payments, to you or take payments from you, and you may be prevented from transferring it to another account. It may also be closed.

We may require you to re-confirm that you have authority to use a PayID at any time. If there is a dispute about who has authority to use any PayID you have created, we will contact you and may ask you for additional proof of your authority. If

you are unable to provide that proof within the time limit we specify, your PayID may be closed or linked to an account held by another person.

If your PayID changes or is closed, you are responsible for informing those who send payments to you or take payments from you using the PayID. When your PayID is changed or closed;

- The PayID may be registered by another user if they can demonstrate they have the right to use it, and payments using this PayID will then be made to the other user's account; and
- Payment agreements (such as PayTo Payment Agreements) will be paused or cancelled, and you will remain responsible for any applicable contractual obligations.

When we may not allow you to create a PayID

We may not to allow you to create a PayID if:

- your account is unable to use the New Payments Platform, or
- you cannot verify that you have authority to use the PayID or the relevant account, or
- we become aware of suspicious activities relating to the account, or
- electronic equipment or systems malfunction or are otherwise unavailable for use, or we believe that their quality or security have been compromised, or
- we believe your access to PayID may cause loss to the account holder or to ANZ.

Your Responsibilities

In addition to the other responsibilities set out above:

- when using your PayID you must ensure that the correct PayID details are provided and that the PayID is owned by you; and
- you must immediately notify ANZ if you become aware of any suspicious and/or fraudulent activity in connection with your PayID.

Who will receive your information and how is it used

By creating a PayID, you consent to us collecting, storing, using and disclosing information about you (including your PayID, your PayID Name and your account number) to NPP Australia Limited, the operator of the PayID service. You also consent to us and/or NPP Australia Limited sharing this information with other financial institutions, BPAY® Pty Ltd and their service providers to allow the PayID service to operate, including for example:

- for users of the PayID service to make payments to you or create PayTo Payment Agreements with you and to process authorised payments from your account; and
- for other reasonable activities, such as tracing lost transactions, investigating fraud or where required by law.

When someone searches for your PayID or uses your PayID to send a payment to you, or take a payment from you, they may see your PayID Name (but not your other account details).

The collection, use and disclosure of information about you is also governed by the ANZ Privacy Policy available at [anz.com](https://anz.com/privacy) and section 4.2 of these terms and conditions.

CONTACT DETAILS

The postal addresses and other contact details below are subject to change from time to time and do not form part of the terms and conditions for your ANZ V2+Broking account. You can check www.anz.com for the latest information.

Postal addresses

ANZ V2 PLUS Service Centre Locked Bag 3000
Collins Street West Post Office
Melbourne VIC 8007

Customer enquiries

V2 PLUS Service Centre

You are encouraged to contact your adviser in the first instance regarding enquiries in relation to your ANZ V2+Broking account. Your adviser will be able to pursue the enquiry on your behalf or direct you appropriately.

The V2 PLUS Service Centre can also be contacted via the details below.

Phone

1800 282 345
+61 3 8699 6994 (international customers)

Fax

1800 671 800
+61 3 9277 1 315 (international customers)

General enquiries – Contact Centre

13 13 14
+61 3 9683 9999 (international customers)
Hearing and Speech impaired customers can utilise the TTY (telephone typewriter) service by calling 1300 366 255

ANZ Internet Banking

13 33 50
+61 3 9683 8833 (international customers)

Lost or stolen cards, suspected unauthorised transactions or divulged passwords

1800 033 844; or
Melbourne (03) 9683 7043

Lost, stolen or divulged passwords

For passwords used online, call 13 33 50
For all other passwords, call 1800 033 844

