

ANZ COMMERCIAL CARD TERMS AND CONDITIONS

27.04.2022

ANZ CORPORATE CARD
ANZ VISA PURCHASING CARD
ANZ BUSINESS ONE



Containing:

- **Terms and Conditions for ANZ Corporate Card, ANZ Visa Purchasing Card and ANZ Business One Facilities**
- **Electronic Banking Conditions of Use**
- **ANZ Commercial Card Unauthorised Transaction Insurance**

POSTAL ADDRESSES

ANZ Consumer Finance: Locked Bag No.10 Collins Street West
Post Office Melbourne, Victoria 8007 Payments:

PO Box 607
Melbourne, Vic 3001

CUSTOMER ENQUIRIES

ANZ Cards 1800 032 481

Lost or stolen cards, suspected unauthorised Transactions or
divulged PINs 1800 033 844; or

Melbourne (03) 9683 7047 (24 hours a day) Lost, stolen or
divulged passwords

For passwords used on-line, call 13 33 50

For all other passwords, call 1800 033 844 (24 hours a day).

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The terms and conditions set out in Parts A and B (together, the 'Facility Terms and Conditions' or 'ANZ Commercial Card Facility Terms and Conditions'), together with your Letter of Offer and any other document identified in your Letter of Offer as comprising part of your commercial card contract govern the operation of your ANZ Commercial Card Facility.

Read your product disclosure material

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

PART A

DEFINITIONS

In Part A of these Facility Terms and Conditions:

'annual percentage rate' means each of:

- (a) the purchases annual percentage rate;
- (b) the cash advances annual percentage rate;
- (c) the balance transfers annual percentage rate; and
- (d) each relevant Promotional Plan annual percentage rate;

'ANZ', 'we' or 'us' means Australia and New Zealand Banking Group Limited ABN 11 005 357 522 and its successors and assigns, and **'our'** has a corresponding meaning;

'ANZ Business Day' means a day that is not a Saturday, a Sunday or an Australian national public holiday;

'ANZ Business One' means an ANZ Business Black account, ANZ Business Rewards Options account, ANZ Business Rewards account, ANZ Business Cash Rewards account, ANZ Business 55 Interest Free Days account, ANZ Business 44 Interest Free Days account, ANZ Business Low Rate account, or Esanda Business Visa account;

'ANZ Commercial Card Facility' means an ANZ Corporate Card facility, ANZ Visa Purchasing Card facility or ANZ Business One facility, or any other charge card facility or other credit card facility which is subject to these Facility Terms and Conditions, as applicable;

'ANZ Fees' means the fees and charges set out in your Letter of Offer, the ANZ Commercial Cards Fees and Charges booklet or the terms and conditions of a relevant Promotional Plan, the enforcement expenses referred to in clause 23.3 and any other

fees subsequently notified to or agreed with you in accordance with clause 13A excluding all interest charges, stamp duty and other government charges;

'Balance Transfer' means where funds are credited to another account (for example, a credit, charge or store card account) held by you or a third party which is not an ANZ account and ANZ has notified you prior to the funds being credited that it will treat that crediting of funds as a Balance Transfer, and includes the amount of such funds (and any related amount charged by the recipient of the funds in connection with the crediting of the funds);

'balance transfers annual percentage rate' means the annual percentage interest rate identified as relating to Balance Transfers (howsoever described) (other than Balance Transfers in respect of which debits continue to be charged interest at a relevant Promotional Plan annual percentage rate (or continue not to be charged interest) in accordance with the terms and conditions of a relevant Promotional Plan) in your Letter of Offer or subsequently notified to or agreed with you in accordance with clause 13A;

'balance transfers balance' has the meaning given in clause 14.2.4(a), as modified or adjusted (if applicable) by these Facility Terms and Conditions;

'Buy Now Pay Later plan' means a promotional offer that requires no repayment of credit provided, and where no interest is charged on credit provided, for a specified period;

'Cardholder' means a person aged 16 years or over to whom a Commercial Card is issued at the request of the Principal;

'Card Control' means a function that ANZ may make available for use in connection with a credit card as described on anz.com, which when applied, may block or cause ANZ to refuse to process a certain transaction(s) or type of transaction(s) on the credit card the Card Control is applied to.

'Cash Advance' means a debit to the commercial card account:

- (a) which results in you receiving actual cash (whether at a branch or via electronic equipment or by other means);
- (b) where the funds are used to purchase 'cash equivalent' items such as gambling chips or tokens, traveller's cheques or money orders;
- (c) where the funds are used to purchase, or load value on, a pre-paid or stored-value card or facility;

- (d) where the funds are used to pay a bill at a bank branch or via an approved agent of the biller (for example, when funds are used to pay tertiary fees or utility bills);
- (e) where the funds are used by you to make payment to a person who does not accept credit payments from the commercial card account. This may include payments through the BPAY® Scheme, ANZ Internet Banking, ANZ Phone Banking and ANZ Mobile Banking;
- (f)) where the funds are used for a Transaction which is identified to ANZ by the relevant merchant or any intermediary financial institution as constituting a Cash Advance; or
- (g) where the funds are credited to any other account held by you or a third party with ANZ or another financial institution, except where the crediting of funds constitutes a Balance Transfer or purchase,

and which ANZ does not treat as a purchase, and includes the amount of such cash or funds (and any related amount charged by the merchant, financial institution, biller or other recipient of the funds in connection with the provision of cash or use of funds).

ANZ is only able to determine whether to treat a Transaction you make with a merchant on the commercial card account as a purchase or a Cash Advance, based on information (including the type of business conducted by the merchant) provided by the merchant and the relevant intermediary financial institution (ie the financial institution with which the merchant has entered into an agreement, enabling the merchant to accept payment for goods and services by charge card or other credit card). Accordingly, certain Transactions made with certain merchants may be treated as Cash Advances under paragraph (f), even though such Transactions do not fall within any of the other paragraphs above. The most common types of merchant outlet where this may occur are newsagencies and merchants that sell lottery tickets or other gambling/gaming products. This may also occur where a merchant otherwise identifies a Transaction as a Cash Advance.

You should note that a relevant debit will be treated as a Cash Advance even if the commercial card account is in credit. However, the credit may subsequently be applied to reduce the cash advances balance and, as a consequence, the interest charged in respect of the Cash Advance (see clause 11.3(b));

‘cash advances annual percentage rate’ means the annual percentage interest rate identified as relating to Cash Advances

(other than Cash Advances in respect of which debits continue to be charged interest at a relevant Promotional Plan annual percentage rate (or continue not to be charged interest) in accordance with the terms and conditions of a relevant Promotional Plan) in your Letter of Offer or subsequently notified to or agreed with you in accordance with clause 13A;

'cash advances balance' has the meaning given in clause 14.2.3(a), as modified or adjusted (if applicable) by these Facility Terms and Conditions;

'chip' means the electronic microchip embedded in a Commercial Card;

'Closing Balance' means, in relation to a statement period, the outstanding balance on the commercial card account as at the close of the statement period (and, for the avoidance of doubt, includes the Instalment Plan and Buy Now Pay Later plan balances as at the close of that statement period);

'Commercial Card' means a charge card or other credit card issued by ANZ for the purposes of transacting on the Principal's Billing Account;

'commercial card contract' means these Facility Terms and Conditions, your Letter of Offer and any other document identified in your Letter of Offer as comprising part of your commercial card contract;

'Default Rights' has the meaning given in clause 31.3;

'Due Date' means, in relation to a statement period, the date identified as such in the Statement of Account for that statement period;

'Default Rights' has the meaning given in clause 23.3;

'Facility Limit' means the amount identified as such in the Letter of Offer or such other amount as ANZ authorises from time to time in relation to the Principal's Billing Account;

'GST' means GST as defined in the GST Law;

'GST Law' means the A New Tax System (Goods and Services Tax) Act 1999 (Cth);

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

'Instalment Plan and Buy Now Pay Later plan balances' means, at any given time, the total of all amounts outstanding on the commercial card account as at that time forming part of any relevant Promotional Plan balance that relates to an Instalment Plan or Buy Now Pay Later plan, excluding any

instalments that, under the terms of an Instalment Plan, are due for payment during the statement period in which that time occurs (and, if that time is at the close of a statement period, any instalments that, under the terms of an Instalment Plan, become due for payment during the next statement period);

'Letter of Offer' means the letter ANZ sends to you offering a particular ANZ Commercial Card Facility;

'No Interest Free Period facility' means an ANZ Business One – Low Rate facility, an ANZ Business One – Rewards facility or any other facility expressly identified in your Letter of Offer as a No Interest Free Period facility;

'overdue amount' means, in relation to a statement period, any unpaid part of the 'Monthly Payment' for the Statement of Account in relation to any previous statement period;

'overlimit amount' means the amount by which, at any time, the outstanding balance on the commercial card account exceeds the Facility Limit;

'PIN' means personal identification number, that is, the code of numbers or letters that is used with a Commercial Card through electronic equipment and includes an action number;

'Principal' means, in relation to an ANZ Commercial Card Facility, the person to which the ANZ Commercial Card Facility is provided;

'Principal's Billing Account' or 'commercial card account' means the commercial card account set out in your Letter of Offer or any other account opened in accordance with the commercial card contract that ANZ advises will substitute for that account;

'Promotional Plan' means:

- (a) an Instalment Plan;
- (b) a Buy Now Pay Later plan;
- (c) any other plan identified as a promotional plan to you by ANZ before you agreed to the terms and conditions of that plan; or
- (d) any other plan in respect of which certain Transactions accrue interest on a daily basis by applying a daily percentage rate other than a relevant daily percentage rate (but which may nevertheless be equivalent in rate to a relevant daily percentage rate), or are not charged

interest, for a specified period (other than as a result of the operation of clause 14.1(c) or 14.2.2(b);

'purchase' means:

- (a) a purchase of goods or services (other than one falling within any of paragraphs (b) to (f) of the definition of Cash Advance); or
- (b) any other use of the commercial card account treated by ANZ as a purchase (which may include anything falling within any of paragraphs (b) to (f) of the definition of Cash Advance),

and includes the amount of such purchase or other use (and any related amount charged by the merchant in connection with the purchase or other use);

'purchases annual percentage rate' means the annual percentage interest rate identified as relating to purchases (other than purchases in respect of which debits continue to be charged interest at a relevant Promotional Plan annual percentage rate (or continue not to be charged interest) in accordance with the terms and conditions of a relevant Promotional Plan) in your Letter of Offer or subsequently notified to or agreed with you in accordance with clause 13A;

'purchases balance' has the meaning given in clause 14.2.2(a), as modified or adjusted (if applicable) by these Facility Terms and Conditions;

'relevant daily percentage rate' means:

- (a) the purchases annual percentage rate;
- (b) the cash advances annual percentage rate; or
- (c) the balance transfers annual percentage rate, in each case, divided by 365;

'relevant Promotional Plan annual percentage rate' means the annual percentage interest rate identified in your Letter of Offer or the terms and conditions of the relevant Promotional Plan or subsequently notified to or agreed with you in accordance with clause 13A as applying to particular Transactions the subject of a Promotional Plan;

'relevant Promotional Plan daily percentage rate' means, in relation to a relevant Promotional Plan balance, the current relevant Promotional Plan annual percentage rate applicable to that relevant Promotional Plan balance divided by 365;

'relevant Promotional Plan balance' has the meaning given in clause 14.3.3(a);

'Specific Fees' means, when used in clause 14.2.3(a), 14.2.4(a) or 14.3.3(a), any ANZ Fees expressly identified in your Letter of Offer or the terms and conditions of a relevant Promotional Plan or subsequently notified to or agreed with you in accordance with clause 13A as forming part of the relevant transaction balance (howsoever described) to which that clause relates;

'Specific Stamp Duty and Charges' means, when used in clause 14.2.3(a), 14.2.4(a) or 14.3.3(a), any stamp duty and other government charges expressly identified in your Letter of Offer or the terms and conditions of a relevant Promotional Plan or subsequently notified to or agreed with you in accordance with clause 13A as forming part of the relevant transaction balance (howsoever described) to which that clause relates;

'Spend Cap' means, in relation to a particular Commercial Card, a limit on the value of Transactions that may be made using that Commercial Card during any given statement period;

'Statement of Account' means, in relation to a particular statement period, the statement issued by ANZ pursuant to clause 9;

'statement period' means a period determined by ANZ not exceeding 40 days, commencing from the start of the commercial card contract or, if later, the day after the end of the previous statement period;

'tax' or **'taxes'** include:

- (a) any tax, levy, impost, deduction, charge, rate, withholding or duty by whatever name called levied, imposed or assessed (including, without limitation, withholding tax, employment taxes, land tax, property tax, excise duties, customs duties, goods and services tax, value added tax, sales tax, consumption tax, stamp duty and transaction duties or any similar impost imposed or levied); and
- (b) any interest, penalty, charge, fine or fee or other amount of any kind assessed, charged or imposed on or in respect of the above;

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

'transaction balance' means:

- (a) the purchases balance;
- (b) the cash advances balance;
- (c) the balance transfers balance; or

(d) a relevant Promotional Plan balance, of the commercial card account;

'Unauthorised Transaction' means a Transaction which was not authorised in any way by either the Principal or the relevant Cardholder; and

'you' means the Principal, and where relevant, also means each or any Cardholder, and **'your'** has a corresponding meaning.

1. USE OF THE FACILITY AND COMMERCIAL CARD

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

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

2. COMMERCIAL CARD ISSUE AND ACCEPTANCE

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

ANZ reserves the right to refuse to issue a Commercial Card when requested by the Principal. ANZ may do this if it reasonably suspects fraudulent activity in relation to the Facility, or if, in ANZ's reasonable opinion, issue of the Commercial Card may cause loss to ANZ or the Principal.

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

Unless you have already agreed in writing, the first use of any Commercial Card issued at the request of the Principal

or the first use of the Principal's Billing Account indicates the Principal's acceptance of these ANZ Commercial Card Facility Terms and Conditions. The first use of either a Commercial Card or the Principal's Billing Account by a Cardholder indicates the Cardholder's acceptance of these ANZ Commercial Card Facility Terms and Conditions.

2.1 Account Opening Procedures

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

In circumstances determined by ANZ, the Principal may appoint an officer to identify the Cardholder on behalf of ANZ.

3. CARDHOLDERS

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

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

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

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

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

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

4. COMMERCIAL CARD DELIVERY

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

5. COMMERCIAL CARDS BELONG TO ANZ

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

6. ELECTRONIC ACCESS

6.1 Electronic Access

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

6.2 PIN selection

No PINs are issued by ANZ with a replacement or reissued Commercial Card. Each Cardholder may select a PIN to access the Principal's Billing Account electronically by using the ANZ Customer Select PIN terminal inside any ANZ branch. Before a Customer Select PIN request can be made, the Cardholder must satisfy ANZ's standard procedure for PIN selection and any other procedures agreed between the Principal and ANZ from time-to-time.

6.3 Conditions of use

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

Where there is a conflict between Part A and Part B of these Facility Terms and Conditions, Part B will prevail.

6.4 Daily withdrawal limit

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

The Principal further acknowledges that where there is a malfunction in ANZ's electronic banking system or any electronic equipment, Cash Advances may be processed in excess of restrictions nominated by the Principal. These malfunctions may be outside of ANZ's control and the Principal agrees to communicate any restrictions on the availability of Cash Advances to Cardholders in addition to advising such restrictions to ANZ. Where a malfunction described above results in Cash Advances being processed in excess of restrictions nominated by the Principal, the limit applicable to any Cash Advance using a Commercial Card will be the daily withdrawal limit as predetermined by ANZ. In these circumstances, subject to the Electronic Banking Conditions of Use in Part B, the Principal agrees to be liable for the amount of the Cash Advance limited to such daily withdrawal limit as predetermined by ANZ.

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

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

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

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

6.5 Liability of Principal

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

7. FACILITY LIMIT

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

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

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

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

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

8. TRANSACTIONS ON YOUR COMMERCIAL CARD ACCOUNT

- (a) The Principal agrees that ANZ can debit the commercial card account with all Transactions authorised by any Cardholder. Transactions can be authorised by a Cardholder by:
 - (i) using their Commercial Card, alone or together with their PIN, in conjunction with any electronic equipment;
 - (ii) presenting their Commercial Card to a merchant and signing a voucher or other documentation acceptable to ANZ authorising the Transaction;
 - (iii) providing the commercial card account details to a merchant or to any other party to whom payment is to be made, either directly or via a third party, in a manner acceptable to ANZ, for example, over the phone or on-line;
 - (iv) (in the case of ANZ Business One facilities only) transferring funds electronically using ANZ Internet Banking, ANZ Phone Banking or ANZ Mobile Banking; or
 - (v) any other way that ANZ allows.

A Cardholder can authorise a Transaction for either a particular amount or for particular goods or services. For example, if a Cardholder hires a car, they may authorise a Transaction for both the rental and any additional costs, such as the cost of any damage to the vehicle.

(b) When a Cardholder authorises a Transaction:

- (i) they are confirming the validity of the amount of the Transaction, that is, the Transaction correctly represents the amount paid for the goods or services obtained, or the amount of the Cash Advance;
- (ii) the Principal is agreeing to pay (in Australian dollars) the amount of that Transaction; and
- (iii) the Principal agrees that ANZ provides it with credit equal to the amount of the Transaction on the date on which the Cardholder is deemed to have been provided with credit in accordance with these Facility Terms and Conditions.

(c) Despite any other provision in these Facility Terms and Conditions, ANZ may permit you to make payments to the commercial card account or undertake Cash Advances at an agent, contractor or service provider of ANZ. Where such payments or Cash Advances are permitted by ANZ, the time for processing the relevant credits or debits to the commercial card account may vary. Limits may also be imposed on the amount or types of payments or Cash Advances that may be made at an agent, contractor or service provider. Details of any processing times and limits will be published on <http://www.anz.com.au/personal/ways-bank/>

8A. REFUNDS AND REVERSALS

(a) A credit in respect of:

- (i) a refund for goods returned to a merchant or for services cancelled by agreement with a merchant; or
- (ii) a reversal of a Transaction by a merchant (for example, where the Transaction was effected by the merchant in error),

will generally be processed to the commercial card account on the date on which ANZ receives notification from the merchant or any relevant intermediary financial institution that the relevant credit is to be applied to the commercial card account.

- (b) The credit for the refund or reversal will, unless ANZ agrees otherwise, be applied to reduce:
- (i) first, amounts forming part of the transaction balance identified from the information provided to ANZ by the merchant and any relevant intermediary financial institution in connection with the refund or reversal; and
 - (ii) then, if there is any part of the credit remaining, amounts forming part of another transaction balance ANZ chooses, and so on until there is no part of the credit, or no outstanding amounts on the commercial card account, remaining.
- (c) In each case, ANZ will apply that credit in the following order:
- (i) first, to reduce amounts that appeared on the most recent Statement of Account issued prior to the date assigned to the credit; and
 - (ii) secondly, to reduce amounts debited to the commercial card account on or before that date that have not appeared on a Statement of Account.
- (d) Any part of the credit remaining after application in accordance with paragraph (b) will be dealt with in accordance with clause 11.3(b) (as if the credit referred to in clause 11.3(b) were that part).

9. STATEMENT OF ACCOUNT

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

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

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

- the cash price of all goods and services purchased by the use of a Commercial Card including mail, telephone and Internet orders authorised by a Cardholder to be charged to the Principal's Billing Account;
- where the Principal has requested use of a Commercial Card for Cash Advances, the amounts of all cash withdrawals charged to the Principal's Billing Account arising from the use of a Commercial Card with electronic equipment or over-the-counter;

- any payments or refunds to the Principal's Billing Account; and
- any interest or charges set out elsewhere in these Facility Terms and Conditions or Letter of Offer (or both).

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

10. ANTI MONEY LAUNDERING AND SANCTIONS

10.1 The Principal and Cardholders agree that ANZ may delay, block or refuse to process any transaction, cancel any Commercial Card(s) and/or terminate the ANZ Commercial Card Facility immediately and without prior notice to the Principal or Cardholders without incurring any liability if ANZ suspects that:

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

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

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

10.3 Unless the Principal has disclosed that it is acting in a trustee capacity or on behalf of another party, the

Principal warrants that it is acting on its own behalf in entering into the commercial card contract.

- 10.4 The Principal and Cardholders declare and undertake to ANZ that the processing of any transaction by ANZ in accordance with the Principal's or Cardholder's instructions will not breach any laws or regulations in Australia or any other country.
- 10.5 If we cancel any Commercial Card(s) or terminate your Commercial Card Facility in accordance with clause 10.1 then:
- (a) Upon the Principal being informed of the cancellation or termination, all Commercial Cards must be returned to ANZ immediately, cut diagonally in half (including any chip on the card).
 - (b) No further credit will be extended on the Principal's Billing Account.
 - (c) The outstanding balance on the Commercial Card (including the outstanding balance on any Promotional Plans on the account) will on demand be due and payable. If we do this, our demand will tell you the date by which you must pay. You must pay by that date.
 - (d) The Principal's liability will continue until receipt of the Commercial Card by ANZ, or until, in ANZ's reasonable opinion, the Principal has taken all reasonable steps to return the Commercial Card(s) to ANZ, except in relation to any outstanding balance on the Commercial Card(s) or Principal's Billing Account where the Principal's liability will continue until ANZ receives full payment of such amount.

11. PAYMENT BY THE PRINCIPAL

The "Monthly Payment" (for ANZ Business One facility) or the full amount of the "Closing Balance" (for ANZ Corporate Card facility and ANZ Visa Purchasing Card facility) must be received by the Due Date shown in the Statement of Account.

11.1 ANZ Business One

The Statement of Account shows how much the Principal must pay to ANZ and when those amounts are payable.

11.1.1 Amounts payable immediately

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

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

11.1.2 Amounts which are payable by the Due Date

What amounts are payable by the Due Date?

- (a) The Principal must pay the 'Monthly Payment' shown on each Statement of Account by the Due Date. This is in addition to any amount shown on the Statement of Account as being payable immediately. Additional payments can also be made towards the 'Closing Balance' shown on the Statement of Account.

How is the 'Monthly Payment' calculated for Statements of Account that do not include relevant Promotional Plan balances?

- (b) Subject to paragraph (c), the 'Monthly Payment' for a particular Statement of Account that does not include relevant Promotional Plan balances, generally comprises (and will not exceed) the amount (rounded up to the nearest dollar) that is equal to:
 - (i) if the Closing Balance less any overdue amounts exceeds the credit limit – 2% of the credit limit;
 - (ii) otherwise – 2% of the Closing Balance.
- (c) However, if the amount calculated in accordance with the above is \$10 or less, the 'Monthly Payment' will be lesser of \$10 and the Closing Balance.

How is the 'Monthly Payment' calculated for Statements of Account that include relevant Promotional Plan balances?

- (d) Subject to paragraph (e), the 'Monthly Payment' for a particular Statement of Account, where that Statement of Account includes relevant Promotional Plan balances, generally comprises (and will not exceed):
 - (i) any instalments that, under the terms of an Instalment Plan, become due to be paid during the next statement period; plus

- (ii) the amount (rounded up to the nearest dollar) that is equal to:
 - (A) if the Closing Balance less any overdue amounts exceeds the credit limit, and the aggregate of all relevant Promotional Plan balances does not exceed the credit limit – 2% of the amount that is equal to the credit limit after deducting:
 - (1) the amount (if any) referred to in paragraph (i), and any instalments that, under the terms of an Instalment Plan, were due to be paid previously and remain outstanding; and
 - (2) the Instalment Plan and Buy Now Pay Later plan balances as at the close of that statement period;
 - (B) otherwise – 2% of the amount that is equal to the Closing Balance after deducting the amounts referred to in paragraphs (ii)(A)(1) and (2).
- (e) However, if the amount calculated in accordance with the above is \$10 or less, the 'Monthly Payment' will generally be (and will not exceed the lesser of:
 - (i) \$10; and
 - (ii) the Closing Balance less the Instalment Plan and Buy Now Pay Later plan balances as at the close of that statement period (if any).

11.2 Application of payments

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

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

- (c) All other Transactions that have not yet appeared on the Statement of Account including, Balance Transfers, purchases, Cash Advances and Promotional Plans (excluding any Promotional Plans on which payments are not yet due);
- (d) The outstanding balance on any Promotional Plans where payment is not yet due.

11.3 Application of overpayments

- (a) Any part of a payment remaining after application of the payment in accordance with clause 11.2 will be allocated as a credit towards the commercial card account.
- (b) ANZ will apply such credit to reduce debits in respect of transaction balances of the commercial card account as they arise. Where debits arise in respect of two or more transaction balances on the same day, ANZ may decide how any available credit will be applied among those transaction balances.

11.4 How to make payments to the commercial card account

- (a) You can only make payments to the commercial card account:
 - (i) (in the case of ANZ Business One facilities only) by transferring funds from a linked account using ANZ Internet Banking, ANZ Phone Banking or ANZ Mobile Banking;
 - (ii) by making payment using BPAY®;
 - (iii) by depositing funds, or transferring funds from a linked account, at selected ANZ ATMs;
 - (iv) by sending a cheque drawn on an Australian financial institution or money order to the address at the front of this booklet (ANZ will not accept cheques drawn on a foreign financial institution);
 - (v) by depositing funds at any ANZ branch within Australia; or
 - (vi) in any other way ANZ allows.
- (b) Where ANZ in its discretion, agrees to reverse a payment, the amounts to which the payment was applied will be reinstated, and any relevant transaction balance will be taken to have been adjusted accordingly.

- (c) Please note that a reversal or refund of charges to the commercial card account will not be treated as a payment to the commercial card account, except to the extent that ANZ decides otherwise.

12. PROCESSING BY ANZ

12.1 When interest and other debits/credits will be applied to the commercial card account

What dates are assigned to debits and credits other than interest charges?

- (a) Subject to paragraph (e) and clause 12.2, ANZ may assign any date it considers appropriate to any debit (other than an interest charge) or credit to the commercial card account, and the debit or credit will be taken to have been made and have effect accordingly, but:
- (i) in the case of a debit relating to a Transaction, that date must not be earlier than the date on which the relevant Transaction occurred; and
 - (ii) in the case of any debit, for the purposes of determining the amount of a transaction balance on which interest charges are calculated that date must not be earlier than the first day of the statement period for the Statement of Account on which the debit first appears.

If ANZ does this it may make consequential adjustments (for example, to interest charges).

What dates are assigned to interest charges?

- (b) Subject to paragraph (e), interest charges in respect of a particular day during a statement period for the commercial card account will generally be debited to the commercial card account as at the last day of that statement period.
- (c) If ANZ is not yet able at the end of a statement period to determine whether an interest free period will apply to a debit forming part of the purchases balance in respect of a particular day in that statement period, then the interest charges on that debit in respect of that day will be debited to the commercial card account as at the last day of the next statement period (if at all).
- (d) Interest charges debited to the commercial card account as at the last day of a particular statement period will not form part of any outstanding daily transaction balance for

that day for the purposes of calculating interest charges on the commercial card account.

What adjustments may ANZ make?

- (e) ANZ may subsequently adjust a debit or credit to the commercial card account so as to accurately reflect the legal obligations of ANZ and the Principal (for example, because of an error, a dishonour of a cheque or a resolution against the Principal of a dispute).

If ANZ does this it may make consequential adjustments (for example, to interest charges, so that interest charges debited to the commercial card account in respect of a particular statement period may include adjustments relating to prior statement periods). In each case, any relevant transaction balance will be taken to have been adjusted accordingly.

When does ANZ process debits and credits?

- (f) ANZ may process debits and credits in respect of a particular day in any order it sees fit. This means that the order of processing debits and credits on a day may vary from the order in which the Transactions or other matters to which those debits and credits relate occur or are notified to ANZ on that day.

12.2 When payments are considered to be made?

What are the general rules regarding payments?

- (a) Payments will not be treated as made until the date on which those payments are applied to the commercial card account in the ordinary course of business. The following rules generally apply:
 - (i) Subject to paragraphs (d) and (e), if the payment is made by mail, it will be credited to the commercial card account by ANZ on the date of receipt. You should allow a suitable amount of time for the mail to reach ANZ.
 - (ii) Subject to paragraph (b), payments made at ANZ ATMs and via ANZ Internet Banking, ANZ Phone Banking or ANZ Mobile Banking will be credited to the commercial card account as at the date they are made, provided they are made prior to the relevant cut off time, Monday to Friday, excluding non-ANZ Business Days. Current cut off times are as follows:
 - (A) ANZ ATMs: 9.45pm Melbourne time.
 - (B) ANZ Internet Banking, ANZ Phone Banking or ANZ Mobile Banking:

10pm Melbourne time (except for BPAY® payments drawn from ANZ accounts, where the cut off time is 6pm Melbourne time, and Pay Anyone transfers, where the cut off time is 8pm Melbourne time).

Payments made after these times will be credited as at the following ANZ Business Day. Payments made from non-ANZ accounts to an ANZ commercial card account are subject to the cut off time of the other financial institution.

What specific rules apply to ANZ ATM deposits?

- (b) Deposits made at ANZ ATMs may be subject to verification by an ANZ officer before they are processed to the commercial card account or are otherwise available to you.

What specific rules apply to cash deposits at bank branches?

- (c) Cash payments at ANZ branches within Australia are available for use as soon as they have been credited to the commercial card account. Generally, when a payment is made at another bank, it can take up to three days from the date the payment is made for it to be credited to the commercial card account.

What specific rules apply to non-cash payments?

- (d) If you seek to make a payment by cheque or other non-cash means, ANZ may defer crediting the relevant amount to the commercial card account until three working days after the date the payment is sought to be made, being the general time for funds to be cleared.
- (e) ANZ may, at its discretion, credit the relevant amount to the commercial card account prior to the time referred to in paragraph (d). ANZ will advise the Principal if the cheque or other non-cash payment is subsequently dishonoured. If this occurs, ANZ will treat payment of the relevant amount as having been reversed and clause 11.4(b) will apply.

12.3 Certificate of Principal's liability

A certificate signed by an officer of ANZ, stating the balance of the commercial card account, will be conclusive evidence of the amount of the Principal's liability to ANZ at the date of the certificate, unless the Principal provides ANZ (or where relevant, a Card Scheme) with evidence, which in ANZ's reasonable opinion, demonstrates that the balance appearing on the certificate is incorrect.

13. BANK FEES AND CHARGES

- (a) ANZ reserves the right to charge the commercial card account, or such other account nominated by the Principal and approved by ANZ from time to time for such purpose ('nominated account'), with fees and charges for the provision and operation of the commercial card account. The fees and charges applicable to the commercial card account are those shown in the Letter of Offer and/or in the ANZ Commercial Cards Fees and Charges booklet, as varied from time to time. Information on current standard fees, charges and any interest rates is available on request.
- (b) ANZ is irrevocably authorised to debit any annual or monthly fee for operating the commercial card account or any Promotional Plan established on that account and any rewards program or extra services fees (if applicable). Details of the annual or monthly fee and any rewards program or extra services fees are disclosed in the Letter of Offer and/or in the ANZ Commercial Cards Fees and Charges booklet and may be varied by ANZ from time to time. No refunds of these fees are payable when the commercial card account is closed.
- (c) ANZ is also irrevocably authorised to debit any interest, fee or charge applicable to the commercial card account.
- (d) The Statement of Account will detail all fees and charges applied to the commercial card account during the relevant statement period.

13A. CHANGES TO THE ANZ COMMERCIAL CARD FACILITY

- (a) Sometimes ANZ may need to change the terms of your commercial card contract. The tables in paragraphs (b) and (c) below set out the changes that ANZ can make from time to time. Each table also sets out how and when ANZ will notify you of these changes. Each table is subject to the following:
 - if any applicable laws or industry codes (such as the Banking Code of Practice) require a minimum notice period or a particular delivery method, then ANZ will use the method and give you at least the notice they require.
 - as long as ANZ is not in conflict with those laws or industry codes, ANZ may also give you less notice than specified in the table if it is reasonable for us to manage a material and immediate risk.

- in the table, a reference to notice 'in writing' includes, where permitted by law, ANZ providing the Principal with a notice, other document or information:
 - (i) electronically to the nominated email address of the Principal, or other electronic mail address, last known to ANZ; or
 - (ii) to any person nominated by the Principal to receive such notices, documents or information.

If ANZ sends the notice, other document or information electronically then it is possible that ANZ will not send the Principal a paper copy.

(b) Changes to fees, interest and payments

The table below sets out changes that can apply to all or a class of customers for a product, or to a class of customers like you.

| Types of changes ANZ can make | Method of notice | Minimum number of days' notice of the change |
|--|--|---|
| Change an interest rate, or an index or base rate forming part of an interest rate | In writing or by advertising in the local or national media. | Day of change, or after day of change if an interest rate is determined by reference to an external reference rate (for example the bank bill swap rate) and the change is to that rate |
| Change a margin forming part of an interest rate | In writing or by advertising in the local or national media | 30 days, or less if favourable to you |
| Change how we calculate interest | In writing | 30 days |

| Types of changes ANZ can make | Method of notice | Minimum number of days' notice of the change |
|--|---|--|
| Change the frequency with which interest is debited or credited | In writing | 30 days |
| Introduce a new fee or charge (other than a government fee or charge) | In writing | 30 days |
| Change an existing fee or charge (other than a government fee or charge) | In writing or by advertising in the local or national media | 30 days, or less if favourable to you |
| Change how we calculate your fees or charges, or the frequency of, or payment date for, your fees or charges (other than a government fee or charge) | In writing or by advertising in the local or national media | 30 days |
| Change the name of an index or base rate, or replace an index or base rate with a different index or base rate | In writing or by advertising in the local or national media | 30 days |
| Change our available payment methods | In writing or by advertising in the local or national media | 30 days |

| Types of changes ANZ can make | Method of notice | Minimum number of days' notice of the change |
|--|---|--|
| Change how we calculate your repayments, or the amount of, frequency of, or payment date for, your repayments to ensure that the ANZ Commercial Card Facility is repaid as when due. | In writing or by advertising in the local or national media | 30 days, or less if favourable to you |
| Introduce or change a government fee or charge | In writing or by advertising in the local or national media | Day of change (unless published by a government, government agency or representative body) |

The table below sets out changes that can be made for any individual Principal.

| Types of changes ANZ can make | Method of notice | Minimum number of days' notice of the change |
|--|------------------|--|
| Change how we calculate your repayments, or the amount of, frequency of, or payment date for, your repayments to ensure that the ANZ Commercial Card Facility is repaid as when due. | In writing | 30 days, or less if favourable to you |

Changes that are administrative or correct a mistake, inconsistency or omission

In writing

30 days

(c) Changes to other terms

The table below sets out changes that can apply to all or a class of customers for a product, or to a class of customers like you.

| Types of changes ANZ can make | Method of notice | Minimum number of days' notice of the change |
|--|--|---|
| Changes reflecting our business, communication or technological systems or processes. | In writing or by advertising in the local or national media. | 30 days, or less if: <ul style="list-style-type: none"> • favourable to you; or • we believe that doing so is necessary for us to avoid, or to reduce, a material increase in our credit risk or our loss |
| Changes to comply with any law or any change in law, or any decision, recommendation, regulatory guidance or standard of any court, tribunal, ombudsman service, regulator, or any other similar body. | | |
| Changes that, in our reasonable opinion, are required to protect any person from the risk of fraudulent or illegal activity. | | |
| Changes to add, change or remove any of your discounts, benefits or concessions. | | |

| Types of changes ANZ can make | Method of notice | Minimum number of days' notice of the change |
|--|------------------|---|
| Changes to simplify the terms of your commercial card contract. | | 30 days, or less if: <ul style="list-style-type: none"> • favourable to you; or • we believe that doing so is necessary for us to avoid, or to reduce, a material increase in our credit risk or our loss |
| Changes to reflect product changes and/or improvements or to ensure that the terms of your commercial card contract are consistent with our operational processes. | | |
| Changes to discontinue or replace a product, and for this purpose we may change your product to a different product with similar features to the discontinued or replaced product. | | |
| Changes that are beneficial to you. | | |
| Changes that reflect current industry or market practice or conditions. | | |

- (d) If we notify you of a change to the terms of your commercial card contract, you may terminate your ANZ Commercial Card Facility in accordance with clause 23A of these Facility Terms and Conditions.
- (e) A notice to the Principal will be deemed to have been issued to the Cardholder five ANZ Business Days after notification to the Principal.

14. INTEREST

14.1 Provisions regarding charging of interest

- (a) Clause 14.2 explains how ANZ generally charges interest on commercial card accounts.
- (b) In relation to commercial card accounts that include any outstanding amounts to which a Promotional Plan currently applies or has previously applied, clause 14.2 must be read in conjunction with clause 14.3. Together, these clauses explain how ANZ charges interest on such commercial card accounts.
- (c) Notwithstanding anything else in this clause 14, ANZ does not charge interest on any transaction balance other than the cash advances balance for ANZ Corporate Card facility and ANZ Visa Purchasing Card facility commercial card accounts.

14.2 How interest is generally charged on commercial card accounts

14.2.1 General matters

Overview of charging of interest

- (a) The outstanding balance on the commercial card account may include any of the following transaction balances:
 - (i) the purchases balance;
 - (ii) the cash advances balance; and
 - (iii) the balance transfers balance.

Each such transaction balance may comprise a combination of principal (that is, credit provided in respect of a purchase, Cash Advance or Balance Transfer), ANZ Fees, stamp duty and other government charges and (if applicable) interest charges, as described in greater detail in clauses 14.2.2(a), 14.2.3(a) and 14.2.4(a).

- (b) In relation to each such transaction balance, this clause 14.2 explains:
 - (i) what amounts interest is charged on (if applicable);
 - (ii) when interest is not charged (if applicable); and
 - (iii) how interest is calculated (if applicable).

From when is interest charged, if it applies?

- (c) Clause 12.1 explains how ANZ applies debits or credits to the commercial card account and assign dates to them, and how ANZ may subsequently make adjustments to them. This includes for the purposes of determining a relevant transaction balance at any time and accordingly calculating and charging interest (if applicable).

When is interest debited, if it applies?

- (d) Interest charges in respect of a statement period are generally debited to the commercial card account as at the last day of the statement period. However, the calculation of the interest charges for that statement period does not include those interest charges themselves.
- (e) If ANZ is not yet able at the end of a statement period to determine whether an interest free period will apply to a debit forming part of the purchases balance in respect of a particular day in that statement period, then the interest charges on that debit in respect of that day will be debited to the commercial card account as at the last day of the next statement period (if at all). Again, the calculation of the interest charges for that next statement period does not include those interest charges themselves.
- (f) Clauses 12.1(a) and 12.1(e) explain how ANZ may make adjustments to debits or credits to the commercial card account to account for interest charges in respect of a debit as from the date assigned by ANZ to it.

14.2.2 Interest charges on the purchases balance What is interest charged on?

- (a) Subject to paragraph (b), ANZ charges interest on the following amounts. The total amount outstanding on the commercial card account at any time in respect of the following amounts is referred to as the 'purchases balance'.
 - (i) Credit provided in respect of purchases.
 - (ii) ANZ Fees debited to the commercial card account, other than Specific Fees referred to in clauses 14.2.3(a) and 14.2.4(a)(ii) ('general fees').
 - (iii) Stamp duty and other government charges debited to the commercial card account, other than Specific Stamp Duty and Charges referred to in clauses 14.2.3(a)(iii) and 14.2.4(a)(iii) ('general charges').
 - (iv) Interest charges debited to the commercial card account in respect of purchases, general fees or general charges.
 - (v) Interest charges in respect of the above interest, and also interest charges in respect of other interest referred to in this paragraph (v), debited to the commercial card account.

When is interest not charged?

(b) Subject to paragraph (c), ANZ will not charge interest on the relevant part of the purchases balance of the commercial card account in the circumstances described below.

(i) In general, ANZ will not charge interest on the purchases balance if you pay the full Closing Balance shown on each Statement of Account by the applicable Due Date.

(ii) Specifically, subject to paragraph (iii), ANZ will not charge interest on a particular debit forming part of the purchases balance (including credit provided in respect of a purchase, a general fee, a general charge, or an interest charge) if you pay by each applicable Due Date:

(A) the full Closing Balance shown on the most recent Statement of Account (if any) ('the initial paid statement') issued before that debit first appeared on a Statement of Account; and

(B) the full Closing Balance shown on the Statement of Account on which that debit first appears.

(iii) If you did not pay by the applicable Due Date the full Closing Balance shown on the last Statement of Account (if any) issued before an initial paid statement, paragraph (ii) will not apply to a debit made to the commercial card account during the period commencing immediately after the end of the statement period to which the initial paid statement relates up to and including the date on which you paid the full Closing Balance shown on the initial paid statement, in respect of each relevant day during that period.

(c) Paragraph (b) does not apply to No Interest Free Period facilities.

How is interest calculated, if it applies?

(d) Subject to paragraph (b), the interest ANZ charges on the purchases balance accrues on a daily basis, and is calculated by applying the current purchases daily percentage rate (being the current purchases annual percentage rate divided by 365) to the relevant part of the Principal's purchases balance as at the end of the relevant day.

14.2.3 Interest charges on the cash advances balance

What is interest charged on?

- (a) We charge interest on the following amounts. The total amount outstanding on the commercial card account at any time in respect of the following amounts is referred to as the 'cash advances balance'.
- (i) Credit provided in respect of Cash Advances.
 - (ii) ANZ Fees debited to the commercial card account that are Cash Advance Fees, Overseas Transaction Fees related to Cash Advances, or other relevant Specific Fees.
 - (iii) Relevant Specific Stamp Duty and Charges debited to the commercial card account.
 - (iv) Interest charges debited to the commercial card account in respect of Cash Advances, fees referred to in paragraph (ii) or relevant Specific Stamp Duty and Charges.
 - (v) Interest charges in respect of the above interest, and also interest charges in respect of other interest referred to in this paragraph (v), debited to the commercial card account.
- (b) There is no interest free period for any debit forming part of the cash advances balance.

How is interest calculated?

- (c) The interest ANZ charges on the cash advances balance accrues on a daily basis, and is calculated by applying the current cash advances daily percentage rate (being the current cash advances annual percentage rate divided by 365) to the Principal's cash advances balance as at the end of the relevant day.

14.2.4 Interest charges on the balance transfers balance

What is interest charged on?

- (a) We charge interest on the following amounts. The total amount outstanding on the commercial card account at any time in respect of the following amounts is referred to as the 'balance transfers balance'.
- (i) Credit provided in respect of Balance Transfers.
 - (ii) Relevant Specific Fees debited to the commercial card account.
 - (iii) Relevant Specific Stamp Duty and Charges debited to the commercial card account.

- (iv) Interest charges debited to the commercial card account in respect of Balance Transfers, relevant Specific Fees or relevant Specific Stamp Duty and Charges.
 - (v) Interest charges in respect of the above interest, and also interest charges in respect of other interest referred to in this paragraph (v), debited to the commercial card account.
- (b) There is no interest free period for any debit forming part of the balance transfers balance.

How is interest calculated?

- (c) The interest ANZ charges on the balance transfers balance accrues on a daily basis, and is calculated by applying the current balance transfers daily percentage rate (being the current balance transfers annual percentage rate divided by 365) to the Principal's balance transfers balance as at the end of the relevant day.

14.3 How interest is charged on commercial card accounts that include any outstanding amounts relating to a Promotional Plan

14.3.1 General matters

- (a) This clause 14.3, together with clause 14.2, explains how ANZ charges interest in relation to a commercial card account that includes any outstanding amounts to which a Promotional Plan currently applies or has previously applied.
- (b) The outstanding balance on such a commercial card account may include one or more relevant Promotional Plan balances (as described in clause 14.3.3(a) below), in addition to the purchases balance, the cash advances balance and the balance transfers balance. Each such transaction balance may comprise a combination of principal (that is, credit provided in respect of a purchase, Cash Advance or Balance Transfer), ANZ Fees, stamp duty and other government charges and interest charges, as described in greater detail in clauses 14.2.2(a), 14.2.3(a) and 14.2.4(a) and 14.3.3(a).

14.3.2 Interest charges on the purchases balance, the cash advances balance and the balance transfers balance

Clause 14.2 continues to apply in relation to the charging of interest on the purchases balance, the cash advances balance and the balance transfers balance, but subject to the following modifications:

- (a) Each of the purchases balance (and as applicable any general fees and general charges forming part of the purchases balance), the cash advances balance and the balance transfers balance at any given time:
 - (i) excludes any amounts that form part of any relevant Promotional Plan balance; and
 - (ii) includes any expired promotional transaction amounts, as determined under clause 14.3.3(d), that have been allocated to the applicable transaction balance under the terms and conditions of the relevant Promotional Plan and that are outstanding on the commercial card account at the relevant time. As a result, interest is charged under clauses 14.2.2, 14.2.3 and 14.2.4, as applicable, on the relevant expired promotional transaction amounts, and clauses 14.2.2(a)(iv), 14.2.3(a)(iv) and 14.2.4(a)(iv), as applicable, apply on the basis that they include a reference to interest charges debited to the commercial card account in respect of the relevant expired promotional transaction amounts (and clauses 14.2.2(a)(v), 14.2.3(a)(v) and 14.2.4(a)(v) also apply accordingly).
- (b) For the purposes of clause 14.2.2(b), the Closing Balance is taken to be a reference to the Closing Balance shown on the relevant Statement of Account less the Instalment Plan and Buy Now Pay Later plan balances (if any) as at the close of the relevant statement period. (The effect of this is that the Instalment Plan and Buy Now Pay Later plan balances are deducted from the amount you need to pay by the Due Date for a statement period in order to be eligible for an interest free period on the relevant part of the purchases balance.)
- (c) For the purposes of clause 14.2.2(b)(ii), an expired promotional amount will be included as an amount on which interest may not be charged if the requirements of that clause are met in respect of that amount. For this purpose, the first Statement of Account issued after the date that the amount becomes an expired promotional transaction amount and on which that amount appears will be treated as the first Statement of Account on which that amount appears.
- (d) For the purposes of clause 14.2.2(b)(iii), a debit in respect of an expired promotional amount will be deemed to have been made to the commercial card account on the date that the amount becomes an expired promotional transaction amount.

14.3.3 Interest charges on relevant Promotional Plan balances

What is interest charged on?

- (a) We charge interest on the following amounts in respect of each Promotional Plan, except where interest is not charged under the terms and conditions of the relevant Promotional Plan. The total amount outstanding on the commercial card account relating to a Promotional Plan at any time in respect of the following amounts is referred to as a 'relevant Promotional Plan balance'.
- (i) Credit provided in respect of Transactions which, in accordance with the terms and conditions of the relevant Promotional Plan, continues being charged interest at the relevant Promotional Plan annual percentage rate or continues not being charged interest ('relevant Promotional Plan transactions').
 - (ii) Relevant Specific Fees debited to the commercial card account.
 - (iii) Relevant Specific Stamp Duty and Charges debited to the commercial card account.
 - (iv) Interest charges (if any) debited to the commercial card account in respect of the relevant Promotional Plan transactions, relevant Specific Fees or relevant Specific Stamp Duty and Charges.
 - (v) Interest charges in respect of the above interest, and also interest charges in respect of other interest referred to in this paragraph (v), debited to the commercial card account.

To avoid doubt, from the time that an amount becomes an expired promotional transaction amount under clause 14.3.3(c), that amount is no longer treated as forming part of any relevant Promotional Plan balance.

- (b) Except where interest is not charged under the terms and conditions of the relevant Promotional Plan, there is no interest free period for any debit forming part of a relevant Promotional Plan balance.

What are expired promotional transaction amounts?

- (c) Credit provided in respect of a Transaction to which a Promotional Plan applies is initially charged interest (if any) under this clause 14.3. However, the terms and conditions of the relevant Promotional Plan will specify:

- (i) the circumstances in which that credit ceases being charged interest at the relevant Promotional Plan annual percentage rate or ceases not being charged interest; and
- (ii) where this occurs, the transaction balance or transaction balances (howsoever described in those terms and conditions, which may be by reference to an annual percentage rate or a type of Transaction) to which that credit and associated amounts will then be allocated.

Unless ANZ agrees to apply a further Promotional Plan to that credit and associated amounts, ANZ charges interest on that credit and associated amounts under clauses 14.2.2, 14.2.3 and 14.2.4, as applicable according to the transaction balance or transaction balances to which they are allocated under the terms and conditions of the relevant Promotional Plan, and as modified by clause 14.3.2. ANZ refers to that credit and associated amounts as 'expired promotional transaction amounts'.

- (d) Specifically, each of the following is an expired promotional transaction amount:
 - (i) credit provided in respect of a Transaction to which a Promotional Plan applies where, under the terms and conditions of the relevant Promotional Plan, that credit has ceased being charged interest at the relevant Promotional Plan annual percentage rate or has ceased not being charged interest ('expired promotional transaction');
 - (ii) ANZ Fees relating to an expired promotional transaction that formed part of the relevant Promotional Plan balance before the Transaction became an expired promotional transaction;
 - (iii) stamp duty and other government charges relating to an expired promotional transaction that formed part of the relevant Promotional Plan balance before the Transaction became an expired promotional transaction;
 - (iv) interest in respect of any of the above that was charged before the related Transaction became an expired promotional transaction; and
 - (v) interest in respect of the above interest, and interest in respect of other interest referred to in this paragraph (v), that was charged before the related Transaction became an expired promotional transaction.

To avoid doubt, the amounts in paragraphs (ii) to (v) are treated as expired promotional transaction amounts only from the time that the related Transaction becomes an expired promotional transaction or, if later, the time that the relevant amount is debited to the commercial card account.

How is interest calculated, if it applies?

- (e) The interest (if any) ANZ charges on each relevant Promotional Plan balance accrues on a daily basis, and is calculated by applying the relevant Promotional Plan daily percentage rate to that relevant Promotional Plan balance of the commercial card account as at the end of the relevant day.

Charging and debiting of interest, if it applies

- (f)) Clauses 14.2.1(c), (d) and (f) apply to each relevant Promotional Plan balance and related interest charges (if any).

15. GOVERNMENT FEES AND CHARGES

- (a) Any taxes or other charges incurred in connection with receipts or withdrawals made to or from the commercial card account, or in relation to any supply made to the Principal or a Cardholder by ANZ, will be payable by the Principal, and ANZ is irrevocably authorised to debit an amount equivalent to any such taxes or other charges to the commercial card account or nominated account referred to in clause 13(a).
- (b) Where, for GST purposes, ANZ made a taxable supply to the Principal or a Cardholder, the Principal must pay, in addition to any GST-exclusive consideration for that taxable supply, an additional amount to be calculated by multiplying that GST-exclusive consideration by the prevailing GST rate. Such additional amount is treated as a government charge for the purposes of the commercial card contract.

16. AMOUNTS THAT MAY BE INCLUDED IN THE PURCHASE PRICE

Various amounts of commissions, fees and charges may be paid to or by ANZ when the Commercial Card is used or Promotional Plans are accepted.

These include any amount which may be received by ANZ from a merchant or a merchant's bank for ANZ paying debts incurred by the Principal. This amount is unascertainable at the time of providing the Facility.

17. USE OF THE COMMERCIAL CARD FOR FOREIGN CURRENCY AMOUNTS

All purchases, Cash Advances and other amounts to be debited or credited to the commercial card account that are in a currency other than Australian dollars will be converted into Australian dollars by Visa. Visa will determine the conversion process and rate or rates used. In the case of a refund, the conversion rate or rates applied to refunds of those amounts may be different to the conversion rate or rates applied to the original conversion of the amount into Australian dollars.

18. VARIATION OF THE COMMERCIAL CARD LIMIT OR SPEND CAP

Application to vary the individual Commercial Card limit or Spend Cap applicable to any Commercial Card may be made at any time by phone or upon the written request of the Principal or any other form of request (electronic or otherwise) which may be approved by ANZ in the future.

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

19. UNAUTHORISED TRANSACTIONS

19.1 Commercial Card or Commercial Card details only

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

If a Cardholder's Commercial Card is lost or stolen outside Australia, the Principal or Cardholder must notify a bank displaying

the Visa logo or contact ANZ 24 hour Emergency Service on the reverse charges number (+613 9683 7043). The liability in respect of any Commercial Card lost/stolen outside Australia is the same as for a Commercial Card lost/stolen in Australia.

19.2 Commercial Card and PIN

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

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

19.3 Reversing a Transaction

- (a) The Principal may be entitled to reverse (chargeback) a Transaction where the Principal or a Cardholder has a dispute with a merchant. For example, the Principal may be entitled to reverse a Transaction where the merchant has not provided the Principal or relevant Cardholder with the goods or services paid for.
- (b) The Principal must notify ANZ if it believes it is entitled to reverse a Transaction. If ANZ is satisfied after investigation that the Principal is entitled to reverse all or part of a Transaction, it will credit the commercial card account with the relevant part of the amount of the relevant Transaction.
- (c) The credit for the reversal will, unless ANZ agrees otherwise, be applied to reduce:
 - (i) first, amounts forming part of the transaction balance to which the relevant Transaction amount was initially debited; and
 - (ii) then, if there is any part of the credit remaining, amounts forming part of another transaction balance ANZ chooses, and so on until there is no part of the credit, or no outstanding amounts on the commercial card account, remaining.
- (d) In each case, ANZ will apply that credit in the following order:
 - (i) first, to reduce amounts that appeared on the most recent Statement of Account issued prior to the date assigned to the credit; and
 - (ii) secondly, to reduce amounts debited to the commercial card account on or before that date that have not appeared on a Statement of Account.

- (e) Any part of the credit remaining after application in accordance with paragraph (c) will be dealt with in accordance with clause 11.3(b) (as if the credit referred to in clause 11.3(b) were that part).

19.4 Time limits for reversing a Transaction

The Principal should notify ANZ immediately of a disputed Transaction. Credit card 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.

In some cases where the ePayments Code applies, the time limits may not apply. If the Principal does not notify ANZ in time, ANZ may be unable to investigate its claim in which case it will be liable for the Transaction. It is the Principal's responsibility to review carefully its Statements of Account.

ANZ is not responsible for any loss to the Principal if the Principal does not ask ANZ to reverse a Transaction within an applicable time limit.

19.5 Visa Secure (formerly known as Verified by Visa) Transactions

The Principal is not generally able to reverse a Transaction authenticated using Visa Secure (formerly Verified by Visa) unless ANZ is liable as provided in the Electronic Banking Conditions of Use.

20. WHAT ARE ANZ'S COMPLAINT PROCEDURES?

If ANZ makes a mistake, or our service does not meet your expectations, then we want to know. For more information please visit your local branch, ring the contact centre on 1800 805 154 or contact ANZ at anz.com/your-feedback.

We will do our best to help resolve any issue you may have.

If you are not satisfied with our response, you can lodge a complaint with the Australian Financial Complaints Authority (AFCA). AFCA offers free, fair, independent and accessible financial services dispute resolution.

You can contact AFCA on:

Phone: 1800 931 678

Email: info@afca.org.au

Website: www.afca.org.au

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

21. COMMERCIAL CARD CANCELLATION BY ANZ

- (a) In addition to its rights under clause 23.3(b), ANZ may, in accordance with clause 15(a) of Part B of these Facility Terms and Conditions, cancel or suspend the use of any Commercial Card without prior notice to the Principal or Cardholder.
- (b) Upon the Principal or Cardholder being informed of the cancellation of any Commercial Card(s), all cancelled Commercial Card(s) must be returned to ANZ immediately, cut diagonally in half (including any chip on the card).
- (c) No further credit will be extended on the Principal's Billing Account when the Commercial Card is cancelled or during the time in which the Commercial Card is suspended.
- (d) If the Commercial Card is cancelled or suspended under clause 15(a) of Part B of these Facility Terms and Conditions, the outstanding balance on the Commercial Card (including the outstanding balance on any Promotional Plans on the account) will on demand be due and payable. If we do this, our demand will tell you the date by which you must pay. You must pay by that date.
- (e) The Principal's liability, in respect of a cancelled or suspended Commercial Card(s) will continue until receipt of the Commercial Card by ANZ, or until, in ANZ's reasonable opinion, the Principal has taken all reasonable steps to return the Commercial Card(s) to ANZ, except in relation to any outstanding balance on the Commercial Card(s) or Principal's Billing Account where the Principal's liability will continue until ANZ receives full payment of such amount.

22. COMMERCIAL CARD CANCELLATION BY THE PRINCIPAL

- (a) Clause 15(c) of Part B of these Facility Terms and Conditions outlines how the Principal may cancel a Commercial Card.
- (b) No further credit will be extended on the Principal's Billing Account when the Commercial Card is cancelled.
- (c) The Principal's liability for a Cardholder's use of a Commercial Card(s) will not cease until receipt of the Commercial Card(s) by ANZ (or until, in ANZ's reasonable opinion, the Principal has taken all reasonable steps to return the Commercial Card(s) to ANZ), except in relation to any outstanding balance on the Commercial Card(s) or

Principal's Billing Account where the Principal's liability will continue until ANZ receives full payment of such amount.

23. DEFAULT

23.1 What is an event of default?

Certain events may affect our ability to continue to provide you with the ANZ Commercial Card Facility. Each of the following is such an event and will be an event of default. As will anything else that you agree with us is an event of default:

- (a) if the Principal fails to pay ANZ an amount in connection with the ANZ Commercial Card Facility within two ANZ Business Days' of its due date;
- (b) where ANZ believes on reasonable grounds that the Cardholder and/or Principal has been engaging in fraudulent or illegal activity;
- (c) the Principal goes into administration, liquidation, receivership or commits an act of bankruptcy;
- (d) a representation or statement made or any information given to ANZ, in each case, by the Principal regarding the ANZ Commercial Card Facility, is materially incorrect or misleading when made or given;
- (e) there is a change in the Principal's legal status, in the capacity in which it enters into any arrangement with ANZ or in its composition (such as a change in the partners making up a partnership). And, in each case, ANZ has not given its prior written consent;
- (f)) a person repossesses or seizes all or a material part of the property of the Principal, or obtains a judgment against the Principal allowing them to repossess or seize such property;
- (g) the Principal or any other person deals with any asset in breach of the commercial card contract, unless ANZ provides its prior consent to the proposed dealing. Examples of "deals with" are sale of an asset, leasing it, mortgaging it or lodging a caveat against it;
- (h) a material change in the direct or indirect ownership or control of a Principal occurs and ANZ has not given its prior written consent (which ANZ will not unreasonably withhold);
- (i) the Principal loses a licence or permit that it needs to conduct or operate its business;

- (j) the Principal fails to provide any financial information by the date ANZ asked for it, or fails to maintain any insurance that is required under the commercial card contract; or
- (k) the ANZ Commercial Card Facility is used for a non- approved purpose.

23.2 What happens following an event of default?

- (a) If an event of default occurs under clause 23.1(a) and the additional requirement in this clause 23.2(a) has been met, we may exercise our Default Rights.

The additional requirement is that either:

- if we demand that you pay all or part of the outstanding balance for the ANZ Commercial Card Facility then the payment date we tell you will be at least 30 days after we give you the demand; or
- we will not exercise our Default Rights under clause 23.3(d) or (e) unless we first give you 30 days' notice.

In each case we can give you a shorter notice period, or no notice at all, if it is reasonable for us to do this to manage a material and immediate risk relating to the nature of the default, your circumstances or the value of any security that secures the ANZ Commercial Card Facility.

If you fix the failure to pay during the period set out in our demand or notice, and no other failure to pay has arisen, then we will not enforce the terms of our demand or we will not exercise our Default Rights after you fix it.

- (b) If an event of default occurs under clause 23.1(b) to (k) and any additional requirements in this clause 23.2(b) have been met, we may exercise our Default Rights.

The additional requirements are:

Materiality Assessment: we may only exercise our Default Rights if the event of default is by its nature material, or we reasonably consider the event has had, or is likely to have, a material impact on:

- the Principal's ability to meet their financial obligations to us (or our ability to assess this);
- our security risk (or our ability to assess this); or
- our legal or reputational risk where an event of default under clause 23.1(b), (d) or (k) has occurred.

Remedy Period: if the event of default can be fixed, we will give you a notice setting out the default and how long you have to fix it. We will usually give you 30 days to fix it, however we can give you a shorter period if it is reasonable for us to do this to manage a material and immediate risk relating to the nature of the default, your circumstances or the value of any security that secures the ANZ Commercial Card Facility.

If you fix the default during the period set out in our notice, and no other default of the same type has arisen, then we will not exercise our Default Rights.

- (c) If anything else occurs that you have agreed with us is an event of default, we may exercise our Default Rights but only if we have given you an opportunity to fix the default in accordance with the **Remedy Period** requirement set out above. If you fix the default during the period set out in our notice, and no other default of the same type has arisen, then we will not exercise our Default Rights.

23.3 What are ANZ's Default Rights?

When your commercial card contract says we may exercise our Default Rights, then we can do any one or more of the following things, called Default Rights;

- (a) demand that you pay all or part of the outstanding balance on the Principal's Billing Account (including the outstanding balance on any Promotional Plans on the account). If we do this, our demand will tell you the date by which you must pay. You must pay by that date;
- (b) change any term of your commercial card contract, cancel or suspend any Commercial Card or terminate your ANZ Commercial Card Facility;
- (c) suspend or not perform any of our obligations under your commercial card contract;
- (d) take action under any security that secures the ANZ Commercial Card Facility. For example, we may take possession of any secured property or sell it or appoint a receiver to do so;
- (e) sue you for all or part of the outstanding balance on the Principal's Billing Account (including the outstanding balance on any Promotional Plans on the account); or
- (f) do anything else that we have agreed with you or that is allowed under the law.

In some cases the exercise of our Default Rights may be restricted by law. In addition, when we exercise our Default Rights, a law or industry code (such as the Banking Code of Practice) may require a minimum notice period or a particular delivery method to be given. If they do, then we will use the method and give you at least the notice they require.

Any amount reasonably incurred or expended by ANZ in exercising its Default Rights (including expenses reasonably incurred by ANZ staff and facilities) are enforcement expenses and become part of the outstanding balance on the Principal's Billing Account. ANZ may debit the Principal's Billing Account for such amounts without notice.

23A. TERMINATION BY THE PRINCIPAL

- (a) The Principal may terminate the ANZ Commercial Card Facility at any time by providing written notice to ANZ and returning all Commercial Card's cut diagonally in half (including any chip on the card).
- (b) No further credit will be extended on the Principal's Billing Account when the ANZ Commercial Card Facility has been terminated.
- (c) The Principal's liability in respect of the ANZ Commercial Card Facility (including any use of any Commercial Card(s)) will continue until ANZ has received all Commercial Cards cut diagonally in half (including any chip on the card) (or until the Principal has taken all reasonable steps to return the Commercial Card(s) to ANZ), except in relation to any outstanding balance on the Commercial Card(s) or Principal's Billing Account where the Principal's liability will continue until ANZ receives full payment of such amount.

23B. TERMINATION BY ANZ

- (a) In addition to its rights under clause 23.3(b), ANZ reserves the right to terminate the Commercial Card Facility on 90 days notice if it chooses to discontinue or replace a product and there is no alternative product, with similar features to the discontinued or replaced product, that ANZ can offer to you.
- (b) If ANZ exercises its rights under clause 23B(a) then:
 - (i) upon the Principal being informed of the termination of the Commercial Card Facility, all Commercial Card(s) provided under the ANZ Commercial Card Facility must

be returned to ANZ immediately, cut diagonally in half (including any chip on the card);

- (ii) the outstanding balance on the Principal's Billing Account (including the outstanding balance on any Promotional Plans on the account) will on demand be due and payable. If we do this, our demand will tell you the date by which you must pay. You must pay by that date;
- (iii) no further credit will be extended on the Principal's Billing Account when the ANZ Commercial Card Facility has been terminated.

- (c) The Principal's liability, in respect of the terminated ANZ Commercial Card Facility, will continue until receipt of the Commercial Card(s) by ANZ, or until, in ANZ's reasonable opinion, the Principal has taken all reasonable steps to return the Commercial Card(s) to ANZ except in relation to any outstanding balance on the Commercial Card(s) or Principal's Billing Account where the Principal's liability will continue until ANZ receives full payment of such amount.

24. COMMUNICATION WITH THE CARDHOLDER

24.1 Principal responsible for communication with the Cardholder

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

24.2 When ANZ may communicate with a Cardholder

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

25. INDEMNITY

To the extent permitted by law, the Principal indemnifies ANZ against all reasonable costs or losses suffered or incurred by ANZ or claimed by any person relating to the Commercial Card Facility, other than to the extent that the costs or loss is due to the negligence, fraud or wilful default of ANZ, its employees, officers, contractors, agents or any receiver appointed by ANZ over any security that secures the ANZ Commercial Card Facility.

26. SECURITY

The Principal acknowledges that when ANZ holds, or during the term of the ANZ Commercial Card Facility, requires security of any description securing any other liability(ies) the Principal may have to ANZ, the Principal's liability to ANZ in respect of the ANZ Commercial Card Facility may according to the terms of the relevant security agreement(s), also form part of the moneys secured by such security.

27. JOINT AND SEVERAL LIABILITY

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

27A. Privacy and confidentiality

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

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

Unless otherwise stated, this clause applies to individuals and non-individuals (e.g. companies).

27A.1 Collection, use and disclosure of information

ANZ 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 ANZ to provide a product or service;
- to tell you about other products or services that may be of interest to you;

- to assist in arrangements with other organisations (such as loyalty partners) in relation to the promotion 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 ANZ and/or to manage any legal action involving ANZ;
- 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.

27A.1.1 Absence of relevant information

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

27A.1.2 Information required by law etc.

ANZ 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 ANZ's Privacy Policy and at www.anz.com/privacy.

27A.2 Providing your information to others

ANZ may provide your information to:

- any related entity of ANZ which may use the information to: carry out ANZ's 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 ANZ to jointly offer products and/or has an alliance with ANZ to share information for marketing purposes (and any of its outsourced service providers or agents), to enable them or ANZ to: provide you with products or services; and/or promote a product or service;

- any agent, contractor or service provider ANZ engages to carry out or assist its functions and activities (for example, mailing houses or debt collection agencies);
- an organisation that assists ANZ to identify, prevent or investigate fraud, unlawful activity or misconduct;
- regulatory bodies, government agencies, law enforcement bodies and courts;
- other parties ANZ is 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 ANZ;
- your referee(s);
- your employer;
- your joint borrower(s) or account holder(s); and
- 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 are an individual Principal, director of a Principal, or a Cardholder and do not want us to tell you about products or services, phone 13 13 14 or your ANZ Manager to withdraw your consent.

ANZ may disclose information to recipients (including service providers and ANZ's 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 ANZ's Privacy Policy and at www.anz.com/privacy.

27A.3 Credit Reporting

If you are an individual Principal or a director of a Principal, you agree that ANZ may obtain information about your credit history and credit worthiness, including credit liabilities,

repayments and defaults, from a credit reporting body (including a body that provides information on commercial activity and commercial credit worthiness) and use it to assess any application for credit, to manage your credit and for the purposes of debt collection. ANZ may also disclose information about you to credit reporting bodies.

Information about credit reporting, including the name and contact details of these credit reporting bodies, when ANZ 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 13 13 14 or visit any ANZ branch for a copy of ANZ's Privacy Policy.

27A.4 ANZ Privacy Policy

ANZ's Privacy Policy (www.anz.com/privacy) contains information about:

- the circumstances in which ANZ 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 ANZ has breached the Privacy Act or an applicable code and how ANZ will deal with those matters.

27A.5 Collecting sensitive information

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

27A.6 Personal information you provide about someone else

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

28. BANKING CODE OF PRACTICE

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

The Banking Code of Practice means the relevant version of the industry code published from time to time by the Australian Banking Association as it applies to ANZ.

29. FINANCIAL DIFFICULTY

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

30. TRANSACTION AMOUNT AND MERCHANT CONTROLS

30.1 Transaction amount controls

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

The Principal further acknowledges that where there is a malfunction in ANZ's electronic banking system or any electronic equipment, a Transaction may not be restricted in accordance with the Principal's request. These malfunctions may be outside of ANZ's control and the Principal agrees to communicate any restricted amounts to Cardholders in addition to advising them to ANZ.

Subject to the Electronic Banking Conditions of Use, the Principal acknowledges and agrees that in these circumstances, or where a Transaction exceeds the restricted amount but is below an amount which requires a merchant to seek authorisation from ANZ or another financial institution, the Principal will be liable for any such Transaction amount irrespective of the fact the amount of the Transaction exceeds the restricted amount or the amount being the difference between such Transaction and the restricted amount.

30.2 Merchant controls

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

The Principal further acknowledges that a Transaction may occur at a restricted merchant despite the Principal's request in the following circumstances and therefore agrees that it will communicate any merchant restrictions to Cardholders in addition to advising them to ANZ:

- where there is a malfunction in ANZ's electronic banking system or any electronic equipment (which may be outside of ANZ's control);
- the Transaction is below an amount which requires a restricted merchant to seek authorisation; or
- the merchant category code requested is inconsistent with the merchant category code adopted by other financial institutions involved in providing access to the Principal's Billing Account through an electronic terminal causing a restricted merchant to be identified as other than a restricted merchant.

The Principal agrees that in these circumstances, subject to the Electronic Banking Conditions of Use, the Principal will be liable for any Transaction amount occurring at a restricted merchant where a Commercial Card is presented for payment of goods or services and irrespective of the amount of such a Transaction.

30.3 Principal requested Card Controls

A Principal may request ANZ make Card Controls available for use on Commercial Cards from time to time.

ANZ may publish guidelines on anz.com outlining the Card Controls that are currently available for the relevant Commercial Card and the types of transactions which ANZ will generally block or refuse to process when the relevant Card Control(s) is applied to the relevant Commercial Card.

Applying a Card Control to a Commercial Card is not a substitute for advising ANZ that a Commercial Card has been lost or stolen. If you or an additional cardholder believes that a Commercial Card has been lost or stolen, that a Commercial Card or credit account details have been used by someone else without your authority or the Commercial Card is otherwise subject to misuse, you must report this to ANZ immediately in accordance with these Terms and Conditions.

31. MONITORING OF TELEPHONE ENQUIRIES AND TRANSACTIONS

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

32. INACTIVE ACCOUNTS

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

33. USE OF NAME AND LOGO

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

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

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

34. GOVERNING LAWS

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

35. PROMOTIONAL PLANS TERMS AND CONDITIONS

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

36. CHIP

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

37. ANZ'S RIGHTS TO COMBINE ACCOUNTS

ANZ can combine the balances of two or more of a Principal's accounts. This may happen when one of the Principal's accounts is overdrawn, overlimit or is in debit and another is in credit. This means, for example, that the credit balance in one account can be used to repay the debit balance in another account. ANZ will promptly inform the Principal if it has combined any of the Principal's accounts. ANZ does not need to give notice in advance. The Principal should not treat accounts combined unless ANZ has agreed to such an arrangement.

38. FORCE MAJEURE

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

39. TRANSFER OF ANZ'S RIGHTS

ANZ may, without telling you or obtaining your consent:

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

PART B

ELECTRONIC BANKING CONDITIONS OF USE

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

These Electronic Banking Conditions of Use contain terms relevant to ANZ Internet Banking and ANZ Internet Banking for Business, comprising features such as:

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

Unless the account services are:

- provided or referred to you by ANZ; or
- requested by you under an Open Banking data sharing arrangement between you, ANZ and an accredited data recipient,

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

'Account' means any Commercial Card account or Commercial Card facility subject to these Electronic Banking Conditions of Use and includes the Principal's billing account and any Cardholder account.

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

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

'Activation Code' means the four to seven digit temporary activation number issued to activate the Mobile Banking service.

'ANZ Business Day' means a day that is not a Saturday, a Sunday or an Australian national public holiday.

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

'Bank Feeds' means the ability for you to send your Account transaction data to compatible software packages. This feature is available to customers using ANZ Internet Banking or ANZ Internet Banking for Business, where you have registered for your preferred software package before registering for bank feeds.

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

'Cardholder' means a person to whom a Commercial Card is issued at the request of the Principal.

'Commercial Card' means a charge card or other credit card issued by ANZ for the purpose of transacting on the Account.

'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.

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

This does not include payments made using BPAY®.

'Mobile Banking' means any banking solution for your mobile device offered by ANZ.

'Nominated Representative' means a person appointed for the purposes of Open Banking, who is able to manage data sharing on behalf of the Account Holder.

'Open Banking' means as part of the Consumer Data Right, the ability to share data held by ANZ. Your account may be eligible

for Open Banking. For more information on Open Banking, and to see your account is eligible, visit www.anz.com/datasharing.

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

'PIN' means Personal Identification Number and includes an action number and password.

'Principal' means, in relation to an ANZ Commercial Card Facility, the person to which the ANZ Commercial Card Facility, subject to these Electronic Banking Conditions of Use, is provided.

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

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

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

'Security Requirement' has the meaning given to that term in these Electronic Banking Conditions of Use.

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

'you' means the Principal and where relevant, also means each or any Cardholder, and 'your' has a corresponding meaning.

1. TRANSACTION LIMITS

- (a) 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).
- (b) ANZ may change any electronic transaction limit or impose new transaction limits by giving you notice. You can find out current electronic transaction limits for your Accounts by calling ANZ on the relevant enquiries number listed at the back of this booklet.

2. HOW YOU CAN USE ANZ INTERNET BANKING AND ANZ INTERNET BANKING FOR BUSINESS

The following applies where the Principal and/or Cardholders can use ANZ Internet Banking and ANZ Internet Banking for Business to make transactions on your linked Accounts, as set out in your Account terms and conditions. You may not have access to all or some of these facilities. Please refer to Commercial Cards Service Centre on 1800 032 481 to confirm your access details. You can also use ANZ Internet Banking and ANZ Internet Banking for Business to purchase and order a range of financial services and products. Details can be found at anz.com

3. FEES AND CHARGES FOR MOBILE BANKING

Fees and charges may apply to Mobile Banking and customers will be advised of these at the time of applying for the service or prior to the fee being charged.

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

4. ACCESS TO AND USE OF PAY ANYONE AND INTERNATIONAL SERVICES

4.1 Obtaining Pay Anyone

- (a) If you have approved access, ANZ may place restrictions on the manner in which you are permitted to use Pay Anyone. When applying for Pay Anyone, the Principal must request a Pay Anyone daily limit which must be approved by ANZ. The options for the daily Pay Anyone limits are set out at anz.com. When applying for Pay Anyone for Mobile Banking, your daily limit will be as advised to you by ANZ and may not be changed by you.

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

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

- (b) ANZ may allow you to use a Security Device for certain transactions. You may also be required by ANZ to use a Security Device for certain transactions (including Pay

Anyone, International Services, BPAY®, and Direct Debits) for security purposes: see anz.com for further information. Use of the Security Device will be as set out at anz.com and in these Electronic Banking Conditions of Use.

- (c) ANZ may reduce your current daily Pay Anyone limit or cancel your Pay Anyone access if:
- ANZ believes that your access to Pay Anyone may cause loss to the Account Holder or to ANZ;
 - the Principal or Cardholder requires a password for ANZ Internet Banking or ANZ Internet Banking for Business to be re-set or re-issued; The limit is not applicable to the Accounts linked to your CRN; ANZ changes the options for daily Pay
 - Anyone limits; Your Security Device is faulty, misused, lost or stolen; You deregister your Security Device; or You do not use a Security Device when required to so do by ANZ.

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

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

4.2 Obtaining International Services

- (a) The Principal may be able to apply for International Services after Pay Anyone access has been granted. International Services are not available through Mobile Banking. The total of all Pay Anyone and International Services transfers (converted into Australian Dollars) on any day cannot exceed your daily Pay Anyone limit.

The terms set out above in relation to Pay Anyone also apply to International Services.

- (b) If you apply for ANZ Internet Banking for Business, you may need to re-register for access to International Services after ANZ Internet Banking for Business has been implemented. Access to these International Services will not then be available until the registration process for International Services is completed.

5. AUTHORISED USER PERMISSION LEVELS FOR ANZ PHONE BANKING, ANZ INTERNET BANKING* AND MOBILE BANKING

(a) Permission Levels (subject to exclusions for all categories set out below these levels):

- 'All Transactions' – Access every function within ANZ Phone Banking, ANZ Internet Banking and Mobile Banking for the Account; 'Transaction History Details Only and BPAY®'
 - Includes BPAY®, Account balance information, transaction history details, ordering a cheque/ deposit book but excludes transfers between Accounts, increasing a credit card limit, 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, Account balance information and ordering a cheque/deposit book but excludes withdrawals from Accounts, increasing a credit card limit, direct loan payments, BPAY® View, ANZ Online Investing, ANZ Online Reporting and BPAY®;
- 'Deposit Only' – Includes transfers between Accounts but excludes withdrawals from Accounts, increasing a credit card limit, BPAY®, direct loan payments, BPAY® View, ANZ Online Investing, ANZ Online Reporting, Account balance information, transaction history details and ordering a cheque/deposit book;
- 'Transaction History Details Only' – Includes enquiries on past transactions about the Account but excludes all transactions on the Account, transfers between Accounts, increasing a credit card limit, direct loan payments, BPAY® View, ANZ Online Investing, ANZ Online Reporting and BPAY®.

(b) Only the Account Holder or Account Signatories can select a permission level. The Account Holder or Account Signatories may authorise another person (an 'Authorised User') to operate the Account and that person may have a different permission level to the Account Holder. The Account Holder is responsible for the operation of the Account by the Authorised User within that Authorised User's permission level, including proper use and storage of the Authorised User's Card, CRN and PIN.

- (c) The Account Holder or Account Signatories may cancel or change any permission level by sending a written request or Securemail to ANZ, or calling ANZ on the relevant number listed at the back of this booklet. ANZ may require written confirmation. ANZ may take several days to process this change.
- (d) Authorised Users, regardless of their permission level, cannot access Pay Anyone, ANZ Online Investing, International Services, Direct Debits, increase a credit card limit or use Securemail to change any of the Account Holder's Account or other personal details. However, all Authorised Users can use ANZ Internet Banking to change their own profile, access their own Securemail, select and change their own password and use Mobile Banking to change their own password.
- (e) Where a Principal nominates access to the Principal's billing account via ANZ Internet Banking or ANZ Internet Banking for Business, the Principal will be the Account Holder and each Cardholder will be an Authorised User.

° Registered to BPAY Pty Ltd ABN 69 079 137 518

* For ANZ Internet Banking for Business, refer to condition 6.

6. ACCESS CONTROL FOR ANZ INTERNET BANKING FOR BUSINESS

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

These Authorised Users will be able to perform basic functions as follows.

| Function | Administrator | Authoriser | Operator |
|--|---------------|------------|----------|
| Approve transactions (e.g. Pay Anyone, International Services, BPAY®, Direct Debits, transfers between Accounts) | ✓ | ✓ | ✗ |
| Setting up transactions (but not approving transactions) | ✓ | ✓ | ✓ |
| Account enquiries (e.g. balance and transaction details) | ✓ | ✓ | ✓ |
| Administrative functions for all Authorised Users | ✓ | ✗ | ✗ |
| Setting up and managing Operators | ✓ | ✗ | ✗ |
| Register for and manage Pay Anyone, International Services and BPAY® View Bills access | ✓ | ✗ | ✗ |
| Administrative functions for self | ✓ | ✓ | ✗ |
| Activate and manage Bank Feeds | ✓ | ✓ | ✓ |
| Appoint and revoke Nominated Representatives for Open Banking | ✓ | ✗ | ✗ |
| Activate and manage Open Banking data sharing arrangements as a Nominated Representative. | ✓ | ✓ | ✗ |

A full list of functions each Authorised User can perform is located at anz.com

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

7. PROCESSING INSTRUCTIONS - GENERAL

- (a) The Account Holder authorises ANZ to act on the instructions you enter into electronic equipment. Any electronic transaction made by you cannot be cancelled, altered or changed by you unless allowed by the applicable terms and conditions or these Electronic Banking Conditions of Use.
- (b) ANZ may delay acting on or may ask you for further information before acting on an instruction. Where ANZ has instructions for more than one payment from your Account, ANZ will determine the order of priority in which payments are made.
- (c) If you make a cash withdrawal from an Account by making an electronic transaction and there is a difference between the amount of cash received and the amount shown on the receipt, you must report this to ANZ and to the merchant (if applicable) as soon as possible. You can make your report to ANZ by calling ANZ on the number listed at the back of this booklet.

- (d) 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.
- (e) 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 electronic transactions (instructions for which are received through Mobile Banking) it is unable to process.
- (f) 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; and future dated transfers are not available through Mobile Banking.
- (g) An immediate transfer, Pay Anyone, International Services, BPAY® or Direct Debit transaction cannot be revoked or stopped once ANZ receives your instruction. Future dated transfer, Pay Anyone, International Services, BPAY® or Direct Debit instructions can only be revoked or changed if instructions to delete the transaction are given to ANZ through ANZ Internet Banking or ANZ Internet Banking for Business before midnight Sydney time on the ANZ Business Day (or, for Pay Anyone, the Pay Anyone Processing Day) before the transaction is scheduled to occur. After this time, the instruction cannot be revoked.

8. PROCESSING INSTRUCTIONS - ANZ PHONE BANKING, ANZ INTERNET BANKING, ANZ INTERNET BANKING FOR BUSINESS AND MOBILE BANKING

- (a) Any ANZ Phone Banking, ANZ Internet Banking, ANZ Internet Banking for Business or Mobile Banking transaction (other than a BPAY® payment) will generally be processed to your Account on the same day ANZ receives your instructions, if given before 10pm Melbourne time

Monday to Friday (except national public holidays). Any transaction made after this time may be processed on the following ANZ Business Day.

- (b) Account information accessed using ANZ Phone Banking, ANZ Internet Banking, ANZ Internet Banking for Business or 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.

9. PROCESSING INSTRUCTIONS - PAY ANYONE, INTERNATIONAL SERVICES AND DIRECT DEBITS

- (a) ANZ will generally process Pay Anyone instructions:
- For immediate Pay Anyone or international transfers or Direct Debits, on the day the instruction is given, if ANZ receives the instruction before 6pm Melbourne time on a Pay Anyone Processing Day;
 - For future dated transfers, on the relevant future day you select if it is a Pay Anyone Processing Day (or if it is not, on the first Pay Anyone Processing Day after that day).
- (b) Instructions you give will be delivered to the payee's or payer's financial institution on the day that ANZ processes them except where:
- ANZ is not obliged to process your instructions;
 - There is a technical failure;
 - There is a delay or error in accepting the instructions caused by the financial institution to which the transfer is to be made to or from; or
 - The instructions are for a transfer by way of an international draft or telegraphic draft.
- (c) Where your instruction is for a transfer by way of ANZ issuing an international draft:
- ANZ will send the draft by post to the delivery address notified by you;
 - You acknowledge that it is your responsibility to forward the draft to the intended recipient.

- (d) ANZ cannot control (and is not responsible for) when or if, the payee's or payer's financial institution processes your instructions or the fees that financial institutions may charge to process your instructions.
- (e) Once ANZ processes your transfer or Direct Debit instruction, ANZ is reliant on the payee's financial institution to advise whether your instructions have been successfully processed. If a payee's financial institution advises that your transfer instruction has not been successful, it may take a number of weeks, depending on the financial conditions for Direct Debits outline your rights and responsibilities regarding Direct Debits, to reverse the relevant transfer.
- (f) 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.

10. PROCESSING INSTRUCTIONS - BPAY®

- (a) ANZ is a member of the BPAY® Scheme. This is an electronic payments scheme through which ANZ can be asked to make payments on your behalf to billers. ANZ will tell you if it ceases to be a member of the BPAY® Scheme. For the purposes of the BPAY® Scheme, ANZ may also be a biller.
- (b) You must comply with the terms and conditions for the Account which you ask ANZ to debit a BPAY® payment (to the extent that those terms are not inconsistent with or expressly overridden by these Electronic Banking Conditions of Use).
- (c) To make a BPAY® payment the following information must be given to ANZ:
 - Your CRN and password and Security Device Code (if appropriate) or Telecode;
 - The biller code from the bill;
 - Your customer reference number (e.g. your account number) with that biller;
 - The amount you want to pay; and
 - The Account from which you want the payment to be made.
- (d) Once this information is provided, ANZ will treat your instructions as valid and will debit the relevant Account. ANZ will not be obliged to effect a BPAY® instruction if it is not made in accordance with these Electronic Banking Conditions of Use or if the information given is incomplete and/or inaccurate.

- (e) Limits apply to your use of BPAY® on both a per transaction and daily limit (per CRN) basis. Separate daily limits apply for BPAY® Tax Payments, independent of the general BPAY® limits. For more information on available limits see anz.com. These limits will be subject to any limits otherwise imposed on your access to the Principal's Billing Account.
- (f) 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);
 - BPAY® instructions received after 6pm Sydney time on a Banking Business Day, or on a day that is not a Banking Business Day, will be processed on the next Banking Business Day. Delay may occur in processing a BPAY®
- (g) A payment where:
- There is a public or bank holiday on the day after you tell ANZ to make a BPAY® payment;
 - 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 payment or does not otherwise comply with its obligations under the BPAY® Scheme.
- (h) While it is expected that any such delay will not continue for more than one Banking Business Day, it may continue for a longer period.
- (i) ANZ will attempt to ensure a BPAY® payment is processed promptly by billers and other participants in the BPAY® Scheme.
- (j) You should check your Account records carefully and tell ANZ as soon as possible if you become aware of:
- A BPAY® 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.

- (k) 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.
- (l) A linked ANZ credit card account can only be credit card payment but you want to pay from a credit card account, payment will be by way of a cash advance.
- (m) You are not authorised to give a biller code to any person in order to receive payments owing to you.

Biller codes may only be used by authorised billers to receive payment of bills issued by that biller. The terms and conditions of use of BPAY® will not apply to any use by you of biller codes in this way.

11. SHORT MESSAGE SERVICE (SMS)

By registering for Mobile Banking, you agree that ANZ 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 SMS messages.

12. CARD VALIDITY

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

13. SECURITY DEVICE VALIDITY

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

14. LOST OR STOLEN CARDS, SECURITY DEVICE, PASSWORD, PIN OR TELECODE

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

15. CANCELLATION OF CARDS, SECURITY DEVICES OR ELECTRONIC ACCESS

- (a) ANZ may cancel or limit any card, Security Device, CRN or electronic access (including access to Internet Banking or ANZ Internet Banking for Business and electronic access to some or all of the Accounts from your CRN).

ANZ can do this without prior notice if:

- ANZ believes that use of the card, Security Device or electronic access may cause loss to the Account Holder or to ANZ;
- The cancellation or limitation is, in ANZ's reasonable opinion, necessary to protect the security of the Account(s); The Account is an inactive account;

- The electronic access has remained inactive for a period of 12 months or more;
- All the Accounts which the card may access, or the Security Device relates to, have been closed;
- The Account has been overdrawn (other than by use of the Informal Overdraft facility), or you have exceeded your agreed credit limit; If we become aware that you do not meet, or cease to meet, our eligibility criteria for the card, CRN, Security Device or electronic access;
- The Account or your use of the Account is otherwise out of order;
- The Account Holder has requested the cancellation or limitation;
- A Security Device associated with the relevant Accounts has expired and the Account Holder or Account Signatory has not responded to any notifications sent by ANZ; or
- An Account has been incorrectly linked to ANZ Internet Banking or ANZ Internet Banking for Business.

ANZ will otherwise give you three months written notice.

- (b) ANZ may also at any time suspend your right to participate in the ANZ BPAY® Scheme.
- (c) The Account Holder may cancel a card at any time by sending ANZ a written request or by calling ANZ on the relevant number listed at the back of this booklet. ANZ may require written confirmation. The card must be cut diagonally in half (including an embedded microchip on the card) and returned to ANZ.
- (d) The Account Holder or Account Signatories may cancel a Security Device at any time by advising ANZ on the number at the back of this booklet. The Security Device must then be immediately returned to ANZ by posting it to the address indicated on anz.com. ANZ may limit your access to certain functions (eg, Pay Anyone) if you do not have a Security Device.
- (e) You can request ANZ to deregister you from ANZ Internet Banking or ANZ Internet Banking for Business at any time by Securemail or by calling the relevant number listed at the back of this booklet.

16. WITHDRAWAL OF ELECTRONIC ACCESS

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

17. PASSWORD, PIN, TELECODE AND SECURITY DEVICE SECURITY

- (a) If you have been authorised by the Principal to use a password, PIN, Telecode or Security Device to access the Principal's Billing Account using electronic equipment, you must keep those details and Security Device Codes secure. Failure to do so may increase the Principal's liability for any loss.

Warning: A user must not use their birth date or an alphabetical code which is a recognisable part of their name as a password, or select a Telecode which has sequential

numbers, for example, '12345' or where all numbers are the same, for example, '11111'. If the user does, you may be liable for any loss suffered from an unauthorised transaction.

(b) A user must not:

- Voluntarily disclose any of their passwords, PINs, Security Device Codes or Telecodes to anyone, including a family member or friend;
- Write or record passwords, PINs, Security Device Codes or Telecodes on a card, or keep a record of the passwords, PINs, Security Device 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, Security Device Codes or Telecodes;
- Keep a written record of all passwords, PINs, Security Device Codes 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, Security Device Codes or Telecodes;
- Select a numeric password, PIN or Telecode that represents your birth date, or an alphabetical password, PIN, Security
- Device Codes 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, Security Device Codes or Telecodes, (each a 'Security Requirement').

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

18. UNAUTHORISED TRANSACTIONS

The following terms apply to unauthorised transactions. The terms do not apply to:

- The ANZ Direct Debit Service. The terms relating to liability for Direct Debits are set out in the terms and conditions for ANZ Direct Debits;

- A transaction performed by a user or by anyone who performs a transaction with the knowledge and consent of a user.

18.1 When ANZ is Liable

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

- Are caused by the fraudulent or negligent conduct of ANZ's employees or agents or third parties involved in networking arrangements, or of merchants or their agents or employees;
- Are caused by a card, Security Device, Account number, password, PIN, Security Device Code or Telecode which is forged, faulty, expired or cancelled;
- Are caused by a transaction that requires the use of any card, Security Device, password, PIN, Security Device Code or Telecode that occurred before the user received or selected the card, Security Device, password, PIN, Security Device Code or Telecode (including a reissued card, Security Device, password, PIN, Security Device Code or Telecode);
- Are caused by an electronic transaction being incorrectly debited a second or subsequent time to the same Account;
- Are caused by an unauthorised transaction that occurs after you have notified ANZ that any card or Security Device has been misused, lost or stolen or that the security of a password, PIN, Security Device Code or Telecode has been breached;
- Arise from an unauthorised transaction that can be made using an Account number without a password, PIN, Security Device Code or Telecode or card or Security Device. Where a transaction made can be made using a card or Security Device, or a card or Security Device and an Account number, but does not require a password, PIN, Security Device Code 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.

18.2 When the Account Holder is Liable

(a) If ANZ can prove on the balance of probability that a user contributed to the loss arising from an unauthorised transaction:

- by failing to comply with your obligations under these Conditions of Use;
- Through fraud; or
- Subject to the terms of any account services provided or referred to you by ANZ, 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 Security Device or breach of a Security Requirement, but the Account Holder will not be liable for the portion of 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 or Security Device or account number and/or password, PIN, Telecode or Security Device Code used to perform the transaction.

(b) Where:

- More than one password, PIN, Security Device Code 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, Security Device Codes or Telecodes, the Account Holder will only be liable if ANZ can also prove 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.

(c) 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 Security Device 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 or Security Device, 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 of the Account, including any pre-arranged credit; or
- Incurred on any Account that we and the Account Holder had not agreed could be accessed using the card or Security Device and/or password, PIN, Security Device Code or Telecode used to perform the transaction.

(d) Subject to any other provision in these ANZ Commercial Card Terms and Conditions, if it is not clear whether a user has contributed to the loss caused by an unauthorised transaction and where a password, PIN, Security Device Code 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 or Security Device and/or password, PIN, Security Device Code or Telecode; or
- The actual loss at the time ANZ is notified of the misuse, loss or theft of a card or Security Device 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 12.00am (Melbourne time) and ends at 11.59pm (Melbourne time) on the same day. If you are not in the same time zone as Melbourne, please check <http://www.australia.gov.au>.

19. ADDITIONAL PROTECTION

19.1 Visa – Zero Liability

Subject to the section headed 'Unauthorised Transactions' above, you will not be liable for an unauthorised transaction on a Visa debit or credit card.

If you notify us of an unauthorised transaction, 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 the transaction justifies a delay in crediting your account.

20. EQUIPMENT MALFUNCTION

- (a) 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.
- (b) However, if you were aware or should have been aware that the system or equipment, including your mobile phone with respect to Mobile Banking, was unavailable for use or malfunctioning, ANZ's responsibility will be limited to correcting errors in the Account and refunding any charges or fees imposed as a result.
- (c) You are responsible for the accuracy and completeness of the content that you enter into or upload to ANZ Internet Banking and ANZ Internet Banking for Business. ANZ is not responsible for any inaccuracy or incompleteness in the entering or uploading of information by you. ANZ's records of the information and data that was uploaded will be determinative and final.
- (d) You are solely responsible for 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, ANZ Internet Banking for Business or Mobile Banking to your transactions and linked Accounts.

21. ACCESS TO OTHER SERVICES

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

22. LIABILITY UNDER THE BPAY® SCHEME

22.1 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 linked 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.

22.2 ANZ's Liability

ANZ will not be liable to you under the BPAY® Scheme except in the circumstances set out in this clause.

22.3 BPAY® Payments

Except where a BPAY® payment is an Unauthorised payment, a Fraudulent payment or a Mistaken payment, BPAY® payments are irrevocable. No refunds will be provided through the BPAY®

Scheme where you have a dispute with the biller about any goods or services you may have agreed to acquire from the biller. Any dispute must be resolved with the biller.

22.4 Unauthorised 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 if:

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

22.5 Fraudulent 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 fraud-induced payment. However, if that person does not refund you that amount, you must bear the loss unless some other person involved in the BPAY® Scheme knew of the fraud or would have detected it with reasonable diligence, in which case that person must refund you the amount of the fraud-induced payment.

22.6 Mistaken payments

- (a) 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 and ANZ cannot recover the amount of that payment from the person who received it within 20 Banking Business Days of ANZ attempting to do so, you must pay that amount to ANZ.
- (b) You acknowledge that the receipt by a biller of a mistaken or erroneous payment does not or will not, under any circumstances, constitute part or whole satisfaction of any underlying debt owed between you and that biller.

22.7 Consequential Loss

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

23. INDEMNITY

To the extent permitted by law, you indemnify ANZ against all reasonable costs or losses suffered or incurred by ANZ or claimed by any person because you:

- did not observe your obligations under; or
- acted negligently or fraudulently in connection with,

these Electronic Banking Conditions of Use, other than to the extent that the costs or losses are due to the negligence, fraud or willful default of ANZ, its employees, officers, contractors, agents or any receiver appointed by ANZ over the security that secures the ANZ Commercial Card Facility.

24. RECEIPT OF MISTAKEN INTERNET PAYMENT

Sometimes you may receive a Mistaken Internet Payment into your Account. If you discover a payment into your Account which you believe may be a Mistaken Internet Payment, you must notify ANZ as soon as practicable.

If notified of a potential Mistaken Internet Payment by you or by some other person such as the payer's financial institution, ANZ will investigate the payment. Whilst ANZ is investigating the payment, ANZ may prevent that payment from being withdrawn from the Account. If ANZ, acting reasonably, determines that a payment is a Mistaken Internet Payment, you authorise ANZ to withdraw the payment from your Account and return it to the payer's financial institution.

25. PRECEDENCE OF TERMS

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

PART C

ANZ COMMERCIAL CARD - UNAUTHORISED TRANSACTION INSURANCE

IMPORTANT INFORMATION ABOUT THE COMPLIMENTARY COVER AVAILABLE

This Part describes the complimentary insurance benefits provided by Allianz, which are available to ANZ Commercial Card Facility accountholders and other eligible beneficiaries. Cover applies to events occurring on or after 27 April, 2022. You are not covered for events occurring after termination of or the expiry of the period of the group policy. ANZ will provide accountholders with details of any replacement cover.

ALLIANZ - THE INSURER

This cover is available under a group policy issued to Australia and New Zealand Banking Group Limited, ABN 11 005 357 522, of Level 9, 833 Collins Street, Docklands, Melbourne VIC 3008 ("ANZ") by AWP Australia Pty Ltd ABN 52 097 227 177, AFSL 245631 trading as **Allianz Global Assistance** of Level 16, 310 Ann Street, Brisbane, QLD 4000 ("**Allianz Global Assistance**") under a binder from the insurer, Allianz Australia Insurance Limited ABN 15 000 122 850, AFSL 234708, GPO Box 9870, Melbourne, VIC 3001 (**Allianz**). **Allianz Global Assistance** issues and manages the group policy on behalf of **Allianz**. For general enquiries call **Allianz Global Assistance**.

The covers described in this Part are available for your benefit under a group policy entered into between Allianz and ANZ. ANZ is the policy owner. When eligible, you have the benefit of cover as a third party beneficiary by reason of the statutory operation of Section 48 of the Insurance Contracts Act 1984 (Cth).

There is no obligation to accept any of these benefits. However, if you wish to claim any of these benefits, you will be bound by the definitions, terms, conditions, limits, exclusions and claims procedures contained in this booklet.

Please read this booklet carefully and keep it in a safe place. Also please keep detailed particulars and proof of any loss including ANZ card account statements showing any purchases.

ANZ IS NOT THE ISSUER (INSURER) OF THESE COVERS

ANZ is not the issuer of these covers and neither it nor any of its related corporations guarantee or are liable to pay any of the benefits under these covers.

These benefits are available to the beneficiaries upon meeting the eligibility requirements under these covers. Neither ANZ nor any of its related corporations are Authorised Representatives of Allianz, Allianz Global Assistance or any of their related companies and ANZ does not receive any commission or remuneration in relation to the insurance set out in this booklet.

TERMINATION OR VARIATION OF COVER

ANZ or **Allianz** may terminate or vary the cover, and if so **ANZ** will notify the **accountholder** of the termination or change in writing. The existing cover will only apply to events occurring before the date of the change or termination. No cover is available for events occurring after the date of termination.

ANZ will provide **accountholders** with details of any replacement cover.

OTHER INSURANCE

If **you** are entitled to receive a benefit or make a claim under another insurance policy ("Other Policy") (for example, a fidelity guarantee policy), in respect of the same loss as the claim under the group policy, then, subject to the provisions of the Insurance Contracts Act 1984 (Cth) **Allianz** is not liable to provide indemnity under the group policy until the amount of any indemnity under that Other Policy is exhausted. In other words, any cover available under the group policy in respect of the same loss shall only be excess insurance cover over and above the applicable Other Policy.

If **you** make a claim under another insurance policy and **you** are not paid the full amount of the claim, then, subject to the provisions of the Insurance Contracts Act 1984 (Cth), the cover available to **you** under the group policy will make up the difference, to the extent of cover that applies, in accordance with the terms and conditions contained in this booklet.

We may seek contribution from **your** other insurer. **You** must give **us** any information that **we** reasonably require to help **us** make a claim from the other insurer.

LIMITATION OF COVER

Notwithstanding any other terms, **we** shall not be deemed to provide coverage and **we** will not make any payments nor provide any service or benefit to any person or other party to the extent that such cover, payment, service, benefit and/or any business or activity of the person would violate any applicable trade or economic sanctions, law, or regulation.

CHANGES TO THIS BOOKLET

The information in this booklet is subject to change from time to time and is correct and current as at the date on the cover. When any changes to terms and conditions related to insurance coverage are made ANZ will give you 30 days written notice informing you that changes have occurred and that a new policy booklet reflecting the changes will be available on www.anz.com

ALLIANZ GLOBAL ASSISTANCE PRIVACY NOTICE

To offer or provide you with our insurance services, we, namely AWP Australia Pty Ltd ABN 52 097 227 177 trading as 'Allianz Global Assistance' and as agent for the insurer Allianz, collects, stores, uses, and discloses your personal information including sensitive information. The insurance cover arises from a group policy taken out between your bank (ANZ) and Allianz and under which you are entitled to cover as a beneficiary when you meet the eligibility criteria set out in the group policy wording.

We usually collect your personal information directly from you, but sometimes from others depending upon the circumstances.

For example, when you make a claim for cover, we may collect your personal information from you, the group policy holder to check you have met eligibility requirements, your family members and travel companions, as well as from third parties that provide services including doctors, hospitals, airlines, travel and accommodation providers, your agents and representatives, our agents, and other service providers. We are responsible for ensuring your personal information is used and protected in accordance with applicable laws and regulations, including the Privacy Act 1988. We collect your personal information to enable us to properly assess and manage your insurance claim, and to provide the services we have agreed to provide under the group policy. For example, we collect your

name, address, date of birth, email address, and sometimes your medical information, bank account details, as well as other information we collect through devices like 'cookies' when you visit our website such as your IP address and online preferences.

We use your personal information to offer and provide our services and to manage your and our rights and obligations in connection with your claim. For instance, we use it to check, process, and finalise your insurance claim. We may also use it for product development, customer data analytics, research, IT systems maintenance and development, recovery against third parties, for the detection and investigation of fraud, and for other purposes with your consent or where permitted by law.

We do not use your personal or sensitive information for marketing purposes or provide that information to any third parties for marketing.

Your personal information may be disclosed to third parties (some of whom are data processors) who assist us to carry out the above activities both inside and outside of Australia, such as claims management providers, travel agents and intermediaries, insurers, investigators, cost containment providers, medical and health service providers, overseas data storage (including 'cloud' storage) and data handling providers, legal and other professional advisers, your agents, your travel group leader if you travel in a group, your bank (ANZ) if you are the beneficiary of the bank's credit card insurances, insurance reference bureaux, and our related and group companies including Allianz. Some of these third parties may be located in other countries including in Europe, Asia, Canada, or the USA.

When you provide personal information to us about other individuals, we rely on you to have first obtained the individual's consent, and to have made them aware of the matters set out in this Privacy Notice.

You may also seek access to your personal data and ask us to correct and update it. We will delete your personal data when we no longer need it for a legitimate purpose.

You may not access or correct personal information of others unless you have been authorised by their express consent, or unless they are your dependants under 16 years of age.

If you have a request or complaint concerning your personal information or about data privacy, please contact: The Privacy Officer, Allianz Global Assistance, PO Box 162, Toowong, QLD 4066, or email DataPrivacyAU@allianz-assistance.com.au.

You can also contact the Privacy Commissioner at the Office of The Australian Information Commissioner, GPO Box 5218, Sydney, NSW 2001 if you have a complaint.

For more information about our corporate privacy policy and handling of personal information, including further details about access, correction and complaints, please visit our website at www.allianz-assistance.com.au and click on the 'Privacy & Security' link in the footer.

If you do not agree with the matters set out in our privacy policy or will not provide us with the personal information we request, we may not be able to provide you with our services including the assessment and payment of any claims. In cases where we cannot comply with your request concerning your personal information, we will give you reasons why.

CONTACT ALLIANZ GLOBAL ASSISTANCE

Online

Access claim forms 24 hours a day, 7 days a week at: insurance.agaassistance.com.au/anzau

Phone

1300 135 271 (within Australia)

Enquiries

Monday to Friday 8am to 7pm AEST

Saturday 8am to 5pm AEST

Claims

Monday to Friday 8am to 5pm AEST

Email

ANZTravelTeam@allianz-assistance.com.au

DEFINITIONS

There are some words in this part that have a special meaning. When the following words and phrases appear in this part they have the meanings given below. The use of the singular shall also include the use of the plural and vice versa.

accountholder means an ANZ customer, being an individual, business entity or company, who has entered into a card account with ANZ and in whose name the card account was opened. The accountholder is the individual, business entity or company that has contractual obligations with ANZ under the card account.

Allianz means Allianz Australia Insurance Limited ABN 15 000 122 850, AFSL 234708.

Allianz Global Assistance means AWP Australia Pty Ltd ABN 52 097 227 177, AFSL 245631.

ANZ means Australia and New Zealand Banking Group Limited, ABN 11 005 357 522, AFSL and Australian credit licence No 234527.

ANZ Business One Card means a current and valid credit card linked to a:

- ANZ Business Black account;
- ANZ Business Rewards Options account;
- ANZ Business Rewards account;
- ANZ Business Cash Rewards account;
- ANZ Business 55 Interest Free Days account;
- ANZ Business 44 Interest Free Days account;
- ANZ Business Low Rate account; or
- Esanda Business Visa account.

ANZ Commercial Card means a current and valid:

- ANZ Corporate Card
- ANZ Visa Purchasing Card;
- ANZ Business One Card;

which at the request of the accountholder has been issued by ANZ to a cardholder authorised for the purpose of operating the accountholder's card account.

card account means:

- A current and valid ANZ Commercial Card facility provided by ANZ to which purchases made by cardholders on an ANZ Commercial Card are charged; or
- the primary account linked to an ANZ Commercial Card to which a transaction is routed by any electronic funds transfer facility.

cardholder means a person who resides in Australia (including holders of a visa issued under the Migration Act 1958 (Cth) which entitles the holder of the visa to residency), to whom ANZ, at the request of the accountholder, has issued an ANZ Commercial Card.

excess means the deduction we will make from the amount otherwise payable for each claimable incident or event.

reasonable means having regard to the circumstances.

unauthorised transaction means an ANZ Commercial Card transaction which has been made by the cardholder but was not authorised in any way by the accountholder and/or was outside the cardholder's authority to transact.

we, our and us means Allianz Australia Insurance Limited, ABN 15 000 122 850, AFSL 234708 and its agent AWP Australia Pty Ltd, ABN 52 097 227 177, AFSL 245631 trading as Allianz Global Assistance.

you, your, yourself means accountholder, if they are eligible for the cover available.

SECTION A - ELIGIBILITY FOR COVER

Who is eligible?

Accountholders of an ANZ Commercial Card are eligible for the benefit of Unauthorised Transaction Insurance.

SECTION B - PERIOD OF COVER

Unauthorised Transaction Insurance is available for the duration of the period that the accountholder's ANZ Commercial Card is current and valid.

SECTION C - BENEFIT LIMITS

The table below sets out the maximum limits of what we will pay under each section of Unauthorised Transaction Insurance. All limits and sub-limits in the table are shown in Australian dollars.

The cover available is outlined in Section E and is subject to the applicable terms, conditions, limits, sub-limits and exclusions.

| Limit |
|---|
| Up to a maximum total limit of \$37,500 per cardholder in any 12 consecutive month period, up to a maximum total limit of \$200,000 per accountholder in any 12 month consecutive period. |

SECTION D - EXCESS & EXCLUSIONS

EXCESS

What you contribute to a claim?

No excess applies to any claim under Unauthorised Transaction Insurance.

EXCLUSIONS

To the extent permitted by law we do not cover you for any loss, damage or expense caused by, arising from, or in any way related to:

- a) any indirect losses or consequential liability of any kind;
- b) any payment which would violate any applicable trade or economic sanctions, law or regulation;
- c) any illegal act committed by you or any person acting on your behalf;
- d) any unauthorised transactions incurred by any director, partner or owner of the accountholder, or any family members of the said directors, partners or owners of the accountholder;
- e) any loss caused by an act of terrorism.

SECTION E - THE COVER AVAILABLE

WHAT WE COVER

If during the period of cover available an unauthorised transaction is incurred on the accountholder's ANZ Commercial Card Facility by a cardholder, we will indemnify the accountholder for the loss they incur up to the limits specified in *Section C - Benefit Limits*.

CONDITIONS

It is a condition of this insurance that you must take all reasonable steps to ensure your cardholders use their ANZ Commercial Card in accordance with your instructions and any authority you have given to the cardholder, including (but not limited to) the following:

- you must instruct your cardholders in writing of the limits of their authority to use their ANZ Commercial Card.

When:

- you no longer wish a cardholder to use their ANZ Commercial Card; or
- the cardholder's employment is terminated or the cardholder resigns; or
- you become aware or suspect that an unauthorised transaction had been transacted (e.g. when an unauthorised transaction shows on a statement) or is likely to be transacted by the cardholder,

you must:

- immediately communicate with the cardholder advising the cardholder that they are no longer authorised to use their ANZ Commercial Card; and
- cancel the cardholder's ANZ Commercial Card.

Subject to the claim being established and admitted by us, we will make payment to you of any unauthorised transaction amounts.

CLAIMS

How to make a claim

Please do not contact **ANZ** in the event of a claim.

First check that you are entitled to claim by reading the appropriate section in this booklet, especially Section D of this part, to see exactly what is, and is not covered, noting particularly any conditions, limitations and exclusions.

Allianz Global Assistance administers the benefits available under the group policy. You should give Allianz Global Assistance notice of your claim as soon as possible.

You are not covered for any claim made after termination of, or the expiry of the period of insurance specified in, the group policy. ANZ will provide you with details of any replacement cover.

Access claim forms 24 hours a day, 7 days a week at:

insurance.agaassistance.com.au/anzau/page/otherInsurances/claimOther

Allianz Global Assistance will consider your claim within 10 business days of receiving a completed claim form and all necessary documentation. If they need additional information, a written notification will be sent to you within 10 business days.

If there is a delay in claim notification, or you do not provide sufficient detail for Allianz Global Assistance to consider your claim, we can reduce any claim payable by the amount of prejudice we have suffered because of the delay.

You should give any information Allianz Global Assistance reasonably asks for to support your claim at your expense, such as but not limited to police reports and communications to the cardholder. If required Allianz Global Assistance may ask you to provide them with translations into English of any such documents to enable their consideration of your claim.

You should co-operate at all times in relation to providing supporting evidence and such other information that may reasonably be required.

RECOVERY

If we have a claim against someone in relation to the money we have to pay or we have paid, you must take reasonable steps to help us do that in legal proceedings. If you are aware of any third party that you or we may recover money from, you should inform us of such third party.

When making a claim you should tell us about any other insurance under which you are or might be able to claim. If you can claim from another insurer and we also pay you in respect of the same insured event, then you will be required to refund to us the amount we paid if the other insurer also paid you.

You cannot claim from us and from the other insurer to obtain an aggregate amount that exceeds your loss.

If during the period of cover made available, you suffer a loss which is not covered by the group policy, we may offer to attempt to recover your uninsured loss for you.

You may specifically ask us to recover this for you however, we have no obligation to do so. You will need to give us documents supporting your loss. Before we include any uninsured loss in a recovery action we will also ask you to agree to the basis on which we will handle your uninsured recovery action. You may need to contribute to legal costs in some circumstances.

We will apply any money we recover from someone else under a right of subrogation in the following order:

1. To us, our costs (administration and legal) arising from the recovery.
2. To us, an amount equal to the amount that we paid to you under the group policy.
3. To you, your uninsured loss (less your excess).
4. To you, your excess.

Once we pay your total loss (including your uninsured loss and any excess) we will keep all money left over.

If we have paid your total loss and you receive a payment from someone else for that loss or damage, you will need to pay us the amount of that payment up to the amount of the claim we paid you.

HOW GST MAY AFFECT YOUR CLAIM

If you are entitled to claim an input tax credit in respect of a cost for which a claim is made, or would be entitled to an input tax credit if you were to incur the relevant cost (i.e. in replacing a lost or stolen item), the amount we would otherwise pay will be reduced by the amount of that input tax credit.

CLAIMS ARE PAYABLE IN AUSTRALIAN DOLLARS

We will pay all claims in Australian dollars. We will pay you unless you tell us to pay someone else. The rate of currency exchange that will apply is the rate at the time you incurred the expense.

Payment will be made by direct credit to a bank account nominated by you.

FRAUD

When making a claim you have a responsibility to assist us and to act in an honest and truthful manner.

If any claim is fraudulent in any way or if you or anyone acting on your behalf uses fraudulent means to make a claim on the cover described in this booklet, then no payment will be made in regard to the claim. Also ANZ will be informed of the situation and you may no longer be eligible for the cover described in this part.

COMPLAINTS AND DISPUTES

If you are dissatisfied with our service in any way, please contact Allianz Global Assistance and we will attempt to resolve the matter in accordance with our internal dispute resolution procedures.

If we do not make a decision within the period that we tell you we will respond, we will tell you about your right to lodge a complaint with an external dispute resolution scheme.

If you are not happy with our response, you can refer your complaint to AFCA subject to its terms of reference. AFCA provides a free and independent dispute resolution service for consumers who have general insurance disputes falling within its terms. AFCA's contact details are:

The Australian Financial Complaints Authority

Online: www.afca.org.au

Phone: 1800 931 678

Email: info@afca.org.au

Mail: GPO Box 3 Melbourne VIC 3001

For more information on how we handle complaints you can request a copy of our procedures, using our contact details on the inside front cover.

GENERAL INSURANCE CODE OF PRACTICE

The General Insurance Code of Practice was developed by the Insurance Council of Australia to further raise standards of practice and service across the insurance industry. The Code Governance Committee (CGC) is an independent body that monitors and enforces insurers' compliance with the Code.

You can obtain more information on the Code of Practice and how it assists you by contacting us. Contact details are provided on the inside front cover of this booklet. For more information on the Code Governance Committee (CGC) go to www.insurancecode.org.au.

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