ANZ Australia App (ANZ App) Terms and Conditions and Licence Agreement for Android Devices

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1. Introduction

The ANZ App is an application suitable for use on Android Devices that allows users to check their account information and process certain transactions. For further information see ‘Functionality’, below.

These terms apply when a user registers for the ANZ App on their Android Device after downloading and installing the ANZ App application from Google Play. It is therefore important that you read and understand these terms. A paper copy of these terms will not be made available.

These terms, together with the terms and conditions of each relevant account (including the Electronic Banking Conditions of Use forming part of these terms and conditions), form a legal contract between you and ANZ in relation to a user’s use of the ANZ App. Where inconsistent, these terms will override the Electronic Banking Conditions of Use or the terms and conditions contained in the Your Money Report (as applicable). Capitalised terms that are undefined in these terms take their meaning from the Electronic Banking Conditions of Use. References to ‘ANZ Mobile Banking’ in the Electronic Banking Conditions of Use include the ANZ App. References to a Personal Identification Number or PIN in the Electronic Banking Conditions of Use include an ANZ App PIN.

2. Electronic communication

Information and notices regarding the ANZ App will be notified to a user via the ANZ App or available for retrieval within the ANZ App. We may communicate with a user via email regarding the ANZ App.

ANZ may send SMSs to a user’s nominated mobile phone number. ANZ is not liable for any loss or damage suffered as a result of any person other than the user accessing those SMSs.

3. Eligibility

In order to register to use the ANZ App a user will need:

(a) from 1 March 2022, an Android device running v8 (Oreo) or later, that is enabled for cellular or wireless Internet connection. From time to time, ANZ may notify users of further minimum device, operating system version and any specific software required necessary to access the ANZ App; and

(b) if you are an existing customer of ANZ:

- to have registered a mobile phone number for an Android Device with ANZ;
- a valid CRN; and
- an ANZ Internet Banking password or telecode; or

(c) if you are new to ANZ:

- a valid mobile phone number; and
- eligible photographic identification documentation to verify your identity.

ANZ Internet Banking for Business users cannot register to use the ANZ App.

4. Fees and charges
ANZ will not charge a user any additional fees due solely to downloading, installing and registering for the ANZ App.

Any fees and charges that apply to any ANZ account used via the ANZ App will continue to apply to transactions made using the ANZ App.

A user may incur charges from the user’s network service provider for downloading, updating and using the ANZ App. Any such charges are the user’s sole responsibility and any matters regarding these charges should be raised with the user’s network service provider.

5. Functionality

The ANZ App allows users to check their account balance, view their transaction history, transfer money between their ANZ accounts (excluding ANZ Plus accounts), personalise their ANZ App accounts, pay bills using BPAY® Payments and send payments to another bank account including any ANZ Plus accounts (Pay Anyone). A user may export account payment reminders to a Google Calendar from the ANZ App. If a user has included any personal information in their account names, Google Inc. may receive this information when the user exports it to the Google Calendar.

There are some types of accounts that are not available in the ANZ App, and not all functionality is available on all accounts.

International services are not currently available using the ANZ App.

In order to operate, the ANZ App may access software and hardware features of a user’s Android Device.

Subject to clause 19, ANZ may alter the functionality available in the ANZ App at any time.

There may be hyperlinks or icons within the ANZ App that, when clicked, will cause a user’s default internet browser to open and redirect the user to anz.com or to a website operated by a third party (Third Party Website). When this occurs, the ANZ Website Security and Privacy Statement and ANZ Website Terms of Use will apply to any activity undertaken on anz.com or the Third Party Website.

Biometric authentication

A user with an eligible device may elect to enable biometric authentication to log on to the ANZ App using a biometric identifier registered on their Android Device. A biometric identifier includes a fingerprint, facial data and any other means by which a device manufacturer allows a user to authenticate their identity for the purposes of unlocking their device (Biometric Identifier). ANZ does not collect or store this Biometric Identifier, it is stored on the user’s device.

Important: If you enable or use a Biometric Identifier to access the ANZ App, you must ensure that your Biometric Identifier is the only biometric Identifier stored on the Android Device you use to access the ANZ App. However if another person has stored their Biometric Identifier on the Android Device you use to access the ANZ App in breach of these terms and conditions, you acknowledge that they will be able to access your accounts including to view and conduct certain transactions on the ANZ App and these transactions will be treated as having been authorised by you and conducted with your knowledge and consent for the purposes of the Electronic Banking Conditions of Use.

Voice ID authentication for Banking Functionality

You may enable voice biometrics (Voice ID) as an authentication method for the banking functionality. With Voice ID you will be able to undertake higher limit payments. If you are under the age of 18, you should discuss the collection and use of your personal information for Voice ID with your parents or guardian. If you are under
the age of 18 and use Voice ID you confirm that you and your parent or guardian consent to ANZ recording and storing your voice and creating a voiceprint to verify your identity. By using Voice ID, you consent to ANZ recording and storing your voice and creating a voiceprint to verify your identity, provide you with access to certain ANZ products and services, improve ANZ’s voice verification services as well as investigate fraud and security matters. If ANZ does not do so, you will not be able to utilise Voice ID. ANZ may disclose your voiceprints and recordings to its wholly-owned subsidiary, ANZ Bank New Zealand Limited, which is located in New Zealand. Clause 18 and ANZ’s Privacy Policy (www.anz.com/privacy) contains more information about ANZ’s use and storage of your information, together with how you may access and seek correction of your personal information. Voice ID uses your voice like a password based upon biometric security. Outside noise or disturbance when using Voice ID, or interference to your voice including through illness or trauma, may adversely affect Voice ID’s ability to recognise you resulting in rejection. ANZ will not be liable for any loss or claim, whether direct, indirect or consequential from denial by Voice ID. If at any time you cannot use Voice ID, you should use ANZ Internet Banking.

ANZ Spendi

ANZ Spendi allows you to set daily budgets for your personal credit and debit card accounts within the ANZ App and to track card and ATM transactions against those budgets. This includes card transactions at a retailer, online or on the phone, mobile wallet transactions (such as Google Pay) and recurring transactions that use your card on file. Transactions that are not tracked include Pay Anyone payments, BPAY® payments, direct debits, international money transfers and fees or charges on your account. If you have a shared account, card and ATM transactions for all linked cards will count towards your daily budgets.

It is your responsibility to determine your own budgets based on your individual circumstances. ANZ Spendi is only an indicator and won’t restrict your spending or provide advice on the suitability of your allocated budgets.

ANZ Spendi will track your card and ATM transactions throughout the day, starting and ending at around 12am (midnight) AEST/AEDT. In the early hours of some mornings, your daily spend won’t be visible, but ANZ Spendi will still track the card and ATM transactions made during this time against your daily budget.

Goals

You can set a savings goal in the ANZ App by applying the goal to an underlying eligible savings account. This only changes the look of the account as it is displayed in the ANZ App – it does not change the underlying functionality or features of the account, which will continue to be governed by the terms and conditions that apply to that account.

The feature uses information that you have entered or selected, it does not consider your personal needs and financial circumstances. It is your responsibility to determine your own goal/s and how much and how often you save towards a goal based on your individual circumstances. Please consider if this feature is right for you.

You may receive in-app notifications. You can close a goal at any time and your account with any personalisation, such as name and image, will revert back to the original settings.

ANZ Spend Summary

The ANZ Spend Summary is not available on all products and is not an account statement and should not be relied on for that purpose. For eligible products, the ANZ Spend Summary allows you to view a summary of your spending habits by merchant or category within the ANZ App on a calendar monthly basis. Not all fees, charges, interest or transactions on your account will be reflected in the Spend summary. For example, it will exclude pending transactions, credits, reversals and refunds and may not include all fees, charges, interest or transactions.
ANZ may categorise transactions in a manner that causes a particular transaction and its fees, charges and/or interest to be described in the ANZ Spend Summary in one category, as a combined amount, or across one or more categories. The ANZ Spend Summary should be used and read subject to your relevant product terms and conditions and periodic statements.

You can sort a transaction the way you want by changing its category to suit your needs. You can choose whether to apply a new category to the transaction you’ve chosen or, where the merchant is identifiable, to all transactions (past and future) from that merchant. ANZ does not endorse how you choose to categorise your transactions and accepts no responsibility or liability in relation to the categorisations you choose. Any changes you make to categorise your transactions will not be reflected in any category included in the Your Money Report.

ANZ Spend Summary does not change the underlying functionality or features of the relevant account you hold, which will continue to be governed by the terms and conditions that apply to that account.

Transaction Details

We cannot guarantee that transaction details displayed in the ANZ App (such as time of transaction) are accurate. Specifically, merchant details (including merchant identity and contact information) displayed in connection with your transactions via the ANZ App and the Your Money Report are provided by our third party supplier, Look Who’s Charging Pty Limited. Whilst every effort is made to ensure these details are correct, we cannot guarantee this. If you believe the merchant details displayed for a transaction are incorrect, you can send a message to Look Who’s Charging via a link in the ANZ App.

Your Money Report

If you are on a version of the ANZ App that includes access to the Your Money Report you may be able to access a copy of the Your Money Report in the ANZ App. The Your Money Report may be titled with reference to your name. The Your Money Report may not include all of your account information and you should refer to the Your Money Report for an explanation of included accounts and/or products. The Your Money Report is not an account statement or a summary of your financial position and should not be relied on for such purposes. The Your Money Report is not intended to provide you with any financial or other advice and it is your responsibility to determine your own budgets and make your own financial decisions based on your individual circumstances.

Not all fees, charges, interest or transactions on your accounts will be reflected in the Your Money Report. For example, it will exclude pending transactions, such as pending credits, reversals and refunds. Reversals or refunds that occur after the report has been generated for a particular month will be reflected in a future report.

ANZ may categorise transactions in the Your Money Report in a manner that causes a particular transaction and its fees, charges and/or interest to be described in one category, as a combined amount, or across one or more categories.

You may only be able to access the Your Money Report for limited periods and we make no guarantee or representation about the periods for which the Your Money Report will be available to you.

If you have more than one CRN registered under your name, the Your Money Report will reflect collective information relating to accounts the subject of your multiple CRNs and you will not get a separate Your Money Report for each of your CRNs.
6. Card Control Service

Definitions

In this clause 6, the following terms have the meanings given below:

“Account” means the underlying ANZ account (but excludes ANZ Plus accounts) which is able to be transacted on using a Card.

“Accountholder” means the person responsible to ANZ for the operation of the Account (including any Cards issued in connection with the Account).

“Card” means any eligible ANZ Visa credit card or Visa debit card associated with an Account which is able to be used in conjunction with the Card Control Service.

“Card Control Service” means the service described in this clause 6.

“Cardholder” means the person in whose name a Card has been issued.

“Control” means each of the control functions available for use in connection with a Card as part of the Card Control Service.

Types of Controls

As part of the Card Control Service, ANZ may make different types of Controls available for use via the ANZ App from time to time including:

“Temporary Block” – this Control allows you, as the Cardholder, to place a temporary block on your Card. If you apply this Control, it will generally block all transactions which are identified by ANZ as having been attempted using your physical Card, including:

- transactions attempted at both domestic and overseas point of sale terminals, including contactless and “insert card” transactions;
- cash withdrawal transactions attempted at domestic and overseas ATMs;
- transactions conducted online or over the phone; and
- pre-authorisation transactions (including those for $0).

Temporary Block will not generally block other types of transactions using your Card, including:

- any transactions using a mobile wallet (e.g. Google Pay);
- BPAY® payments;
- recurring payments and instalment payments which were set up against your Card before Temporary Block was applied to it; and
- refunds or other credits back onto your Card.

“Gambling Block” – this Control allows you, as the Cardholder, to block Gambling Transactions on your Card. For the purpose of the Gambling Block, a “Gambling Transaction” is any transaction identified by ANZ as being for gambling or gaming purposes. This includes most domestic and overseas transactions on your Card which are identified by ANZ as being for gambling purposes, including but not limited to:

- gambling transactions at point of sale terminals;
- gambling transactions using a mobile wallet (e.g. Apple Pay);
- gambling transactions conducted online or over the phone;
- recurring and instalment payments for gambling purposes; and
- pre-authorisations for gambling transactions (including those for $0).

To identify Gambling Transactions, ANZ relies on information provided by third parties (including, for example, the merchant, their intermediary financial institution, and Visa), and accepts no responsibility for the accuracy of that information. Accordingly:

- certain transactions made with certain merchants may be identified by ANZ as gambling transactions, even though such transactions are not for gambling or gaming purposes (e.g. transactions which occur at newsagents that sell lottery tickets could be identified as a Gambling Transaction)
• ANZ may not identify a transaction as a Gambling Transaction, even though the transaction is for gambling or gaming purposes.

Gambling Block won’t block other types of transactions, including but not limited to:
• cash withdrawal transactions at domestic and overseas ATMs;
• BPAY® payments; and
• refunds or other credits back onto your Card.

The availability or status of Gambling Block does not affect any block or restrictions on the card imposed by the Account holder or the principal of the Account in accordance with the terms and conditions of that account or otherwise.

General information

(a) The Card Control Service is available for use in the ANZ App by the Cardholder of a Card. If you do not hold an eligible Card, or if your Card is expired, blocked, suspended, closed or cancelled, the Card Control Service may not be visible to you or available for your use in the ANZ App.

(b) By using the Card Control Service, you warrant that you are authorised by the relevant Account holder to apply Controls to the Card.

(c) You can apply a Control to, or remove a Control from, your Card at any time via the ANZ App. (although please refer to “What happens when you remove a Control” for more information about removing a Gambling Block) You may be required to submit your agreement to this action before it takes effect.

(d) More than one Control can be applied to a Card at the same time.

(e) Controls applied using the ANZ App are separate and distinct from any control or block applied by ANZ for any other purpose. Any other such controls or blocks must be removed separately.

What happens when you apply a Control

(a) There may be up to a 15 minute delay between the time when you apply a Control to your Card and the time when the Control actually commences blocking relevant transactions.

(b) If the ANZ App, or ANZ’s or Visa’s computer or telecommunications systems, are interrupted, unavailable or offline for any reason, you may be unable to complete required activities to apply a Control via the ANZ App, or there may be a delay in processing the application of a Control.

(c) When you apply a Control to a Card:
   • ANZ will use reasonable efforts to block a transaction when we receive an authorisation request that matches one of the Controls applied to your Card. However, there are certain circumstances when the selected Control may not operate to block relevant transactions, as further described in “What transactions may not be blocked by a Control” below, and under “Gambling Block”, above.
   • It only applies to that Card and not to any other Cards associated with the same Account.
   • It applies to all Accounts linked to that Card, regardless of which linked Account is sought to be used to process a transaction. For example, if you have an ANZ savings or everyday Account linked to your Visa credit card, the application of a Temporary Block on your Visa credit card will prevent you from completing transactions using “SAV” and “CHQ” options, in addition to “CR” transactions.
• Transactions (such as direct debits) that are processed using your Account number (rather than your Card number) will not be blocked as a result of a Control being applied to a Card which has been issued against the relevant Account.

(d) Each time a transaction on your Card is blocked by a Control, ANZ may send you an alert notification by SMS and/or email using the contact details ANZ has on file for you. If you have more than one Control applied to your Card that is capable of blocking the relevant transaction, we will still only send a single alert.

(e) Applying Temporary Block or any other type of Control to a Card does not report your Card to ANZ as lost or stolen. If your Card has been lost or stolen or you believe it has been subject to misuse, you must report this to ANZ immediately in accordance with the terms and conditions that apply to your Account or any other method agreed to by ANZ from time to time. This helps to protect you as much as possible from any loss or liability. A failure to report that a Card has been lost, stolen or subject to misuse within a reasonable time after you become aware of the loss, theft or misuse may cause you to be liable for any unauthorised transactions applied to the Card until ANZ is notified. If you report your Card to ANZ as lost or stolen, the Card may be suspended or cancelled by ANZ in accordance with the relevant product terms and conditions, and you may not be able to transact using it, regardless of whether you have removed all Controls from your Card.

(f) Without limiting clause 15, ANZ is not liable for any loss suffered by you if a transaction is charged to your Card despite the application of a Control, or where a transaction is unable to be charged to your Card as a result of the application of a Control.

What happens when you remove a Control

When you remove a Control, you should generally be able to recommence using your Card to complete relevant transactions straight away. However:

• If you’ve applied Gambling Block to your Card and you subsequently submit a request via the ANZ App to remove that Control, a 48 hour delay applies. After the 48 hours have elapsed, you can then remove Gambling Block by turning the Control off in the ANZ App.

• If the ANZ App, or ANZ’s or Visa’s computer or telecommunications systems, are interrupted, unavailable or offline for any reason, you may be unable to complete required activities to remove a Control via the ANZ App, or there may be a delay in processing the removal of a Control.

• If your Card has expired, been closed or cancelled, or is subject to a block or suspension other than as a result of the application of a Control, you may be prevented from transacting on your Card even after you have removed all Controls.

What transactions may not be blocked by a Control

Even where you have applied a Control to your Card, the Control may not block the following:

• Transactions that are made when ANZ’s, Visa’s or a merchant’s computer or telecommunications systems are interrupted, unavailable or offline for any reason;

• Transactions that are processed using the underlying Account details (e.g. your BSB and Account number) rather than the Card itself; and

• Transactions for which the information provided by the merchant or their bank doesn’t match the Control you’ve set, and therefore ANZ is unable to correctly identify the nature of the transaction.

Nothing in this section limits any other part of this clause 6.
What happens when you receive a replacement Card

If a replacement Card is issued to you:

- because the existing Card is due to expire, all Controls applied to the existing Card will be carried over to the replacement Card;
- because the existing Card is reported as lost or stolen, all Controls applied to the existing Card will be carried over to the replacement Card, other than Temporary Block;
- because you have transferred to a different type of Account, no Controls applied to the existing Card will be carried over to the replacement Card; and
- any request submitted via the ANZ App to remove Gambling Block from the existing card will be carried over to the replacement card and the remaining time, if any, from the 48 hour timer will be carried over to the replacement card and will continue to count down until it reaches zero. Once the 48 hours have elapsed, you will be able to remove the Gambling Block by turning the Control off in the ANZ App.

7. Sharing of ANZ App or ANZ App PIN

Users (including, for the avoidance of doubt, you and any Authorised Person) are not permitted to share an ANZ App PIN or ANZ App account on an Android Device. If Authorised Persons wish to use the ANZ App, each must register separately for the ANZ App.

8. ANZ Share Investing

If a user is an ANZ Share Investing customer, the ANZ Cash Investment Account balance will not reflect unsettled sell trades. Please log on to ANZ Share Investing website to obtain details of a user’s current account balance including any unsettled trades.

9. Pay Anyone

A daily transaction limit applies to Pay Anyone transactions in the ANZ App. Information regarding this daily transaction limit can be found at anz.com/app.

10. BPAY

BPAY View® is not available using the ANZ App.

Separate per transaction and daily transaction limits apply to bill payments using BPAY on the ANZ App. Information regarding these limits can be found at anz.com/app.

11. PayID

ANZ may allow you to create PayID in the ANZ App on accounts which can receive payments through the New Payments Platform. The PayID Conditions set out in the Electronic Banking Conditions of Use provided with your product terms and conditions, and any additional conditions you are advised of while creating your PayID, will apply to creation and use of your PayID.
12. Your obligations

You are responsible for ensuring that:

- a user does not disclose the user’s ANZ App PIN to any other person, including any Authorised Person or family member or friend;
- a user does not record the user’s ANZ App PIN in writing or on anything carried with the Android Device or liable to loss or theft at the same time as the Android Device unless the user makes a reasonable attempt to protect the security of the ANZ App PIN;
- a user does not use the user’s birth date or an alphabetical code which is a recognisable part of the user’s name as the user’s ANZ App PIN, or select sequential numbers, for example, ‘1234’ or where all numbers are the same, for example, ‘1111’.
- a user does not allow any other person to see the user entering the user’s ANZ App PIN;
- a user does not act with extreme carelessness in failing to protect the user’s ANZ App PIN;
- a user does not allow another person to use the ANZ App on the user’s Android Device;
- a user does not leave the user’s Android Device unattended and left logged into the ANZ App;
- a user locks the user’s Android Device when not in use and take all other reasonable steps necessary to stop unauthorised use of the ANZ App on the user’s Android Device;
- a user notifies ANZ immediately if the user’s Android Device is lost or stolen;
- a user notifies ANZ immediately if a user’s Android Device service is suddenly disconnected without the user’s permission (which may indicate the user has been subject to mobile phone porting);
- a user does not use the ANZ App for any purpose other than those purposes for which ANZ has provided the ANZ App;
- a user is solely responsible for the user’s Android Device’s security arrangements (including anti-virus arrangements) to prevent unauthorised access to the ANZ App;
- a user does not act fraudulently or maliciously in relation to the ANZ App application or software. As examples, a user must not copy, modify, adversely effect, reverse engineer, hack into or insert malicious code into the ANZ App application or software;
- a user downloads a new version of the ANZ App from Google Play when notified to do so (and then ceases to use the old version of the ANZ App);
- a user does not override the software lockdown on the user’s Android Device (commonly referred to as ‘rooting’);
- only the user’s Biometric Identifier is registered on the user’s Android Device; and
- the ANZ App is not shared with anyone and is used only by one individual user.

If you fail to comply with any of the above requirements in this clause 12 which results in, or contributes to the cause of, any transaction, you are taken to have authorised that transaction on the relevant account. This means that any transaction made in these circumstances will be taken to be authorised by you and the Account Terms which deal with unauthorised transactions will not apply. **WARNING:** where you have been taken to have authorised transactions in this way, this could result in significant loss or liability for you in relation to such transactions.

If another person’s Biometric Identifier is registered on a user’s Android Device you must ensure that it is removed. If a user thinks another person knows the passcode for a user’s Android Device or a user’s ANZ App PIN, you must ensure that the passcode or ANZ App PIN (as applicable) is changed.

Other obligations

If a user uses photos to personalise your accounts (including setting a goal) that can be accessed using the ANZ App, you warrant that:
• the photos used by the user do not contain content which is offensive or illegal, or would be considered unacceptable for viewing by a person under 18 years of age; and
• the user took the photo (or otherwise holds the necessary licence rights to use the photo).

13. Multiple device registration

After a user has first registered the user’s Android Device for the ANZ App, the user is permitted to register additional devices for use with the ANZ App. In order to register an additional device for the ANZ App and in order to use the ANZ App on that additional device once it is registered, a user will be required to enter the user’s existing ANZ App PIN.

You agree a user will:

• not disclose the user’s ANZ App PIN to any other person, including any Authorised Person; and
• not allow any other person to use the user’s ANZ App PIN for the purpose of registering another device for the ANZ App.

For security reasons ANZ will impose a limit on the number of devices that can be registered for the ANZ App by one user at any one time. If a user attempts to register a device that exceeds the limit, the user will be notified at that time that the registration has been unsuccessful.

14. Multiple Profile Registration

If you have more than one CRN registered under your name, ANZ may permit you to register each CRN as a new profile in the ANZ App, subject to:
• ANZ may impose a limit on the number of CRN’s you can register as a new profile in the ANZ App;
• a new profile will need to be registered on each Android Device that you have registered for the ANZ App; and
• each profile in the ANZ App will operate as a separate session of the ANZ App and ANZ recommends that you select a different PIN for each profile registration.

15. Liability

ANZ will not be responsible for any inability of a user’s Android Device to access or use the ANZ App, or for any loss or damage to a user’s Android Device resulting from the user’s access or use, or attempted access or use, of the ANZ App (including downloading and installing any associated ANZ applications), and a user should satisfy itself as to these matters before attempting to access or use the ANZ App.

ANZ warrants that it will comply with the ePayments Code.

ANZ will not be liable for any loss arising from use of the ANZ App which a user contributed to through fraud.

The terms and conditions applicable to each relevant account, including the Electronic Banking Conditions of Use further set out your (or, if applicable, the relevant account holder’s) liability when using the ANZ App.

The terms and conditions contained in the Your Money Report (which are reflected in the “Important Section” section of the report) set out limitations on liability in relation to the Your Money Report, accessible through the ANZ App.

You acknowledge that any unauthorised reproduction by a user of any proprietary information provided or available via the ANZ App or any portion of it may result in legal action being taken.
When a user initiates a call through the ANZ App on the user’s Android Device, the user’s Android Device will exit the application and the call will be made using the user’s applicable Android Device’s dialler. ANZ will not be liable in any way if a user’s Android Device’s dialler redirects the user to a fraudulent or incorrect number and ANZ will not be liable for any network service provider fees incurred for the call.

16. Helpdesk

For assistance with use of the ANZ App please call ANZ Mobile Phone Banking on 13 33 50. This service will be available 24 hours, 365 days a year. This service is provided on the condition that neither ANZ nor its employees will be liable for any direct or indirect loss suffered by a user, resulting from a user’s use of the service.

This service will not be responsible for providing advice specific to a user’s Android Device, including data connections or cellular charges to a user’s Android Device accounts.

17. Suspension or termination of use and service quality

ANZ may suspend or terminate a user’s use of the ANZ App, or part thereof, at any time.

If a user has not logged in to the ANZ App on the user’s Android Device for at least six months ANZ may also deregister the ANZ App on that device.

ANZ will provide advance notice of any such suspension, termination or deregistration where it is reasonably practicable and appropriate in the circumstances.

The provision and subsequent use of the ANZ App is subject to the reliability and availability of third party service providers including software providers and network service providers. The ANZ App may be unavailable from time to time and temporary service interruptions may occur. ANZ will not be liable for any direct or indirect loss suffered by a user or the account holder (as applicable), as a result of a reduced level of service caused by any third party.

18. Privacy

ANZ may collect personal information via the ANZ App. In addition to the types of personal information set out in ANZ’s Privacy Policy, ANZ may also collect personal information about:

- the electronic devices (eg: mobile phones or tablets) you use to access the ANZ App such as network type and carrier name, device type and model, operating system, screen resolution, application type and version, IP address and security information related to the device (Device Information); and
- the way you use or interact with the ANZ App or particular features, such as screens you visit, the time you spend in the app and information that you may download like statements or reports from the app.

ANZ may use this personal information for the purposes of:

- providing you with access to the ANZ App;
- considering your request for any product or service;
- assessing your application for any product or service;
- providing you with the ANZ products and services that have been requested by you;
- communicating with you about your accounts including providing statements and other notices;
- answering any questions you may have, responding to any requests you make and to provide information to you;
• providing you with updates on your progress towards your goals, such as a savings goal or providing other helpful information;
• determining your approximate location using your Device Information, which may assist us to detect fraud and other suspicious activities and to enable us to provide you with information, such as your nearest branch or ATM;
• obtaining insights into how you interact with the ANZ App and to better understand your preferences and requirements so that we can tailor the customer experience (for example, contact you regarding an app issue we can see you have been facing, deliver personalised content or present you with offers which may be of interest);
• marketing and promotional activities including telling you about other products or services (including products of third parties) that may be of interest to you;
• market research, analytics and product development;
• to improve our ANZ App;
• to help us maintain and manage the app, your accounts and to perform other administrative and operational tasks including but not limited to testing, maintenance and incident management of the app, analytics and crash reporting;
• to comply with our legal obligations, including under relevant laws such as the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth), the Income Tax Assessment Act 1936 (Cth) and the Competition and Consumer Act 2010 (Cth);
• for any purpose we inform you about when we collect your personal information via the app;
• for other purposes set out in our Privacy Policy.

ANZ may collect this information from you directly or from third parties, such as third party service providers who assist with operating the ANZ App and capture data on ANZ’s behalf or an authorised operator of your account.

Without this personal information, ANZ would not be able to provide you with access to the ANZ App. In this regard, if you do not agree to ANZ handling your personal information in accordance with this clause then you may choose not to use the ANZ App and may instead elect to access ANZ products and services via an alternative platform (where available). If you are already using the ANZ App, you should cease use.

ANZ may disclose this personal information to its related entities, agents, insurance partners, contractors and/or service providers that ANZ engages to carry out or assist with its functions and activities (Third Parties) some of which may be based overseas including in Europe, the USA and the Asia Pacific. Some of these Third Parties include QBE Insurance (Australia) Limited, Adobe Systems, Inc and Adobe Systems Software Ireland Limited, Google Asia Pacific Pte Ltd (Google), New Relic Inc, Moneythor Pte Ltd, LivePerson Inc and Look Who’s Charging Pty Ltd.

Google may retain and use the information collected by it, subject to the terms of its privacy policy (located at www.google.com/privacy.html). You can also find more information in relation to how Google processes and uses your data at the site “How Google uses data when you use our partners’ sites or apps” (located at www.google.com/policies/privacy/partners/).

ANZ’s Privacy Policy contains information about how to access the personal information ANZ holds about you, how you can seek to correct it and how you can raise concerns if you believe ANZ has breached the Privacy Act or an applicable Code and how ANZ will deal with these matters.

Before you provide ANZ with personal information about someone else, we require that you show them a copy of this clause so that they can understand how ANZ intends to handle their personal information.

Details regarding the handling of your personal information for Voice ID authentication can be found by referring to clause 5 above.
19. Changes to these terms and functionality of the ANZ App

ANZ can change these terms at any time. Subject to the following paragraph, ANZ will give a user 30 days prior notice of any changes which:

- impose or increase charges relating solely to the use of the ANZ App;
- increase your liability for losses relating to transactions conducted using the ANZ App; or
- impose, remove or change a daily transaction limit or other periodical transaction limit applying to the use of the ANZ App.

Please note that ANZ may make changes required to immediately restore or maintain the security of a system or individual facility (including certain functionality within the ANZ App, an individual ANZ App account or the ANZ App itself), without prior notice.

ANZ may give notice of any change to these terms by:

- written or electronic notice (including via a user’s Android Device when a user opens the ANZ App);
- SMS (a user can update the user’s mobile number on ANZ Internet Banking or by calling 13 33 50); or
- public notice in an Australian national newspaper.

The current version of these terms will always be available to view at anz.com and within the ANZ App.

20. No waiver, severability and governing law

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

If any provision or part of a provision of these terms is illegal, invalid or unenforceable, it will be severed from these terms and the remaining provisions (or parts of provisions) will continue in full force and effect.

The law governing these terms is the law of the state of Victoria, Australia, and you and ANZ agree to submit to the exclusive jurisdiction of the courts of the state of Victoria, Australia.

21. Making a complaint

If you have a complaint about any of our products or services, ANZ has established complaints resolution procedures.

The easiest way to contact us to tell us about your complaint is to use the online complaints form or give us a call:

- Use our online complaints form at anz.com.au/complaint.
- By phone:
  - 13 13 14
  - +613 9683 9999 from overseas
  - Complaint Resolution Team 1800 805 154
  - National Relay Service 133 677.
- Write to the ANZ Complaint Resolution Team:
  Locked Bag 4050
  South Melbourne VIC 3205.
- Visit your nearest ANZ branch.
- If you have a relationship manager, please feel free to contact them.
For more information about ANZ’s complaints resolution procedures, please ask for the brochure entitled ‘ANZ Complaint Guide’ at any ANZ branch or business centre or go to https://www.anz.com.au/support/contact-us/compliments-suggestions-complaints/

Your review options

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

**Australian Financial Complaints Authority (AFCA)**

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

Email: info@afca.org.au
Phone: +61 1800 931 678
Mail: Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001
Website: www.afca.org.au

22. Meaning of words

In these terms:

- ‘ANZ’ means Australia and New Zealand Banking Group Limited;
- ‘ANZ App PIN’ means a four digit security PIN that a user sets up for use in the ANZ App;
- ‘Authorised Person’ means any person who can operate your account (including, for the avoidance of doubt, any additional cardholder, any authorised third party signatory or any joint account holder;
- ‘CRN’ means Customer Registration Number;
- ‘user’ means the holder of an ANZ account (excluding an ANZ Plus account) or an Authorised Person who has registered for the ANZ App; and
- ‘you / your’ means the holder of an ANZ account.

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