



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

**Version 4.9.X (October 2018)**

### **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 those 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. Capitalised terms that are undefined in these terms take their meaning from the Electronic Banking Conditions of Use. References to '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 use the ANZ App a user will need:

- an Android device running v5 (Lollipop) or later of the Android operating system, that is enabled for cellular or wireless Internet connection;
- to have registered a mobile phone number for an Android Device with ANZ; and
- a valid CRN and password or telecode.

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 accounts, personalise their ANZ App accounts, pay bills using BPAY® Payments and send payments to another bank account



**(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 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 18, ANZ may alter the functionality available in the ANZ App at any time.

#### *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. ANZ's Privacy Policy ([www.anz.com/privacy](http://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.

## **6. 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.

## **7. Balances and transactions**

Current balance, available funds and transaction records may not show transactions that have not been processed or cleared by ANZ, other ANZ Group companies, other financial institutions, billers, merchants or other parties.

Transactions which have not been processed or cleared may not yet appear in the ANZ App but, if they do, they will show as pending.

Credit cards and commercial card transactions will only appear when the merchant processes the transaction.



For commercial cards, the 'Current Balance' may not reflect the available credit on a user's card. If a user is an ANZ Share Investing customer, the ANZ Cash Investment Account balance will not reflect unsettled trades. Please log on to ANZ Share Investing to obtain details of a user's current account balance including any unsettled trades.

## **8. 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](http://anz.com/app).

## **9. 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](http://anz.com/app).

## **10. 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.

## **11. 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 11 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, 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).

## 12. 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.

## 13. 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.

## 14. 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.

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.

## **15. 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.

## **16. 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. 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.

## **17. Data collection**

ANZ may collect various information relating to a user's Android Device. This is required for the ANZ App to properly function and for security purposes, and for ANZ to better provide assistance if a user contacts us for assistance, to tell a user about other products or services that may be of interest to the user and to further develop the ANZ App. ANZ will not use this information regarding a user's Android Device in any other manner. Further information about how ANZ uses a user's data is available in our Privacy Policy available at [anz.com/privacy](http://anz.com/privacy).

The information collected from a user's Android Device includes application type and version, network type and carrier name, IP address, device type and model, operating system and security information related to the Android Device (e.g. whether a user has rooted a user's Android Device). If you do not consent to the collection of this information, you should cease using the ANZ App.

ANZ also uses a number of third parties ("Third Parties") to collect information about how you utilise the ANZ App. These Third Parties are: Adobe Systems, Inc and Adobe Systems Software Ireland Limited (**Adobe**); Google Asia Pacific Pte Ltd (**Google**) and New Relic Inc (**New Relic**). As a general rule, no personal information is collected as part of this process.

ANZ uses the collected information for crash reporting, to perform statistical analysis of aggregate user behaviour, to better provide assistance if you contact us for assistance, to further develop the ANZ App and to allow the ANZ App to properly function. ANZ will not use this information in any other manner.



You agree that ANZ and the Third Parties may collect and store various information relating to a user's Android Device. The information collected from a user's Android Device includes network type and carrier name, device type and model, operating system, screen resolution and the location of the Android Device. In some cases, the IP address of a user's device is collected to determine the location of the Android Device, but is then deleted and not stored.

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](http://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/](http://www.google.com/policies/privacy/partners/)).

The collected information may be stored by the Third Parties in the cloud.

If a user does not consent to the collection of the user's information as described above, the user should cease using the ANZ App.

### **18. 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](http://anz.com) and within the ANZ App.

### **19. 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.

### **20. 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 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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