



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 those terms and conditions), each 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, except where such loss or damage results from our fraud, wilful misconduct or negligence.

3. Eligibility

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

(a) 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 other eligible bank accounts. A user's ANZ Plus accounts will not appear in their ANZ App account transfer list like their other ANZ accounts: users will need to use Pay Anyone to transfer money from their ANZ accounts to ANZ Plus accounts (Voice ID authentication may not apply to these transfers).

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 20, 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 (<https://www.anz.com.au/security/account-protection/internet-banking/online-safety/>) and ANZ Website Terms of Use (<https://www.anz.com.au/support/help/website-terms-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.

You should familiarise yourself with the risks of using a Biometric Identifier to unlock your Android Device or to log on to the ANZ App and decide whether it is right for you.

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, or if you are aware or should have been aware that another person is or may be able to use their biometric information to use or access your device, you acknowledge that they may 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 19 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.

We cannot guarantee Voice ID's ability to recognise you where there is an interference to your voice, including through illness or trauma, or where there is an outside noise or disturbance when you are using 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. 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.



Ongoing & One-off Payments

Where available, the “Ongoing & One-off Payments” feature within the ANZ App allows you to view a list of payments that have been processed by a merchant that has your eligible card or account details saved on file. The list includes ongoing payments (such as, for example, recurring payments and direct debits) and some one off payments. It is available for your first 25 eligible cards or accounts.

In categorising payments, ANZ relies on information provided by third parties (including, for example, the merchant and their intermediary financial institution), and accepts no responsibility for the accuracy of that information. Not all payments will be reflected in the list. For example, recently set up payments may not be displayed.

This feature is for information only. It is not an account statement and should not be relied on for that purpose.

This feature should be used and read subject to your relevant product terms and conditions and periodic statements. The feature 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. Specifically, for more information about how to cancel, block or suspend an ongoing payment from an account, please refer to the terms and conditions that apply to that account.

Future Dated Payments

Where available, the “Future Dated Payments” feature (FDPs) within the ANZ App allows you to view payments and transfers that you have scheduled for a future date, for your eligible accounts. You will also be able to schedule one-off or recurring payments or transfers to be made at a future date for your eligible accounts.

When viewing your list of FDPs, not all FDPs may be reflected in the list. For example, FDPs set up in ANZ Internet Banking may not be displayed. Where inconsistent, the FDPs displayed in ANZ Internet Banking will prevail over the FDPs displayed in the ANZ App.

If you wish to change, delete or skip a payment or transfer, the request must be lodged with the ANZ App or ANZ Internet Banking prior to 11.59pm (AEST/AEDT) on the day prior to the payment’s scheduled date.

This feature is for information only. It is not an account statement and should not be relied on for that purpose.

The feature 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.

6. Card Controls

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 Accountholder 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) To block a transaction based on the Controls you have applied to your Card, we rely on:
- the availability of ANZ's and Visa's computer and telecommunications systems as described at (b) above; and
 - the information about a transaction provided to us by a merchant or financial institution.

While we use reasonable efforts to block transactions that match the Controls you have applied to your Card, we cannot guarantee that the Controls will always be effective. We are not responsible for any loss or damage you suffer if a transaction is:

- charged to your Card despite the application of a Control; or
- declined because it matches one of the Controls that you have applied to your Card.

except to the extent that loss or damage is caused by our negligence, fraud or wilful misconduct.

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. 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.

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.

BPAY® Payments and BPAY View® is registered to BPAY Pty Ltd ABN 69 079 137 518.

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.

PayID is a registered trademark of NPP Australia Limited.

11. Notifications

Notifications (also called “push notifications”) are messages sent by the ANZ App to your device, without you having to open the ANZ App.

Where available, you can opt to turn on notifications in the ANZ App, control which notifications you receive (subject to eligibility and availability) and turn off notifications. You can control how your notifications appear in your device 'Settings'. For your privacy and confidentiality we recommend that you do not choose to display notification content on your lock screen. If you have the ANZ App and notifications enabled on more than one device, you may need to review the Settings for each device.



If a request is made to change any permission levels or there is a change to account holders, ANZ may take several days to process this change, including to stop notifications.

Your notifications preferences are separate to your other ANZ communication preferences and marketing preferences.

Notifications are for your information only. Technical interruptions may occur and notifications may fail or arrive late. ANZ cannot guarantee the accuracy or timeliness of notifications and you should not rely on them for any purpose. Push notifications do not replace your account statement and it is your responsibility to check your account statement for transaction details.

Any accounts you hold will continue to be governed by the terms and conditions that apply to that account.

12. **Your obligations**

You are responsible for ensuring that:

- (a) a user does not disclose the user's ANZ App PIN to any other person, including any Authorised Person or family member or friend;
- (b) 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;
- (c) 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'.
- (d) a user does not allow any other person to see the user entering the user's ANZ App PIN;
- (e) a user does not act with extreme carelessness in failing to protect the user's ANZ App PIN;
- (f) a user does not allow another person to use the ANZ App on the user's Android Device;
- (g) a user does not leave the user's Android Device unattended and left logged into the ANZ App;
- (h) 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;
- (i) a user notifies ANZ immediately if the user's Android Device is lost or stolen and for ensuring that a user takes all reasonable steps to remotely wipe or reset the Android Device (or at least to deregister from and delete the ANZ App);
- (j) before a user sells or permanently gives their Android Device to any person, they wipe or reset the Android Device (or at least deregister from the ANZ App and delete the ANZ App). If a user has enabled a Biometric Identifier for access to the ANZ App, they should also disable this feature within the app;
- (k) 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);
- (l) a user does not use the ANZ App for any purpose other than those purposes for which ANZ has provided the ANZ App;
- (m) 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;
- (n) 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;
- (o) a user updates, and keeps updated, (i) the ANZ App; and (ii) the operating system and security software for the user's Android Device when released by the Mobile Device or system provider.



- (p) a user does not override the software lockdown on the user's Android Device (commonly referred to as 'rooting');
- (q) only the user's Biometric Identifier is registered on the user's Android Device; and
- (r) the ANZ App is not shared with anyone and is used only by one individual user.
- (s) 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.

If you fail to comply with any of the above requirements in this clause 13 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**

The liability of you and ANZ when using the ANZ App is set out in:

- (a) the Electronic Banking Conditions of Use; and
- (b) terms and conditions contained in the Your Money Report (which are reflected in the “Important Section” section of the report), accessible through the ANZ App.

In addition, ANZ will not be responsible for any loss arising from your use of the ANZ App:

- if you breach your obligations set out in clause 12 (p); or
 - caused by any inability and/or failure of your Mobile Device to access or use ANZ App.
- except to the extent any such loss results from our fraud, wilful misconduct or negligence.

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.

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 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**

Suspension and termination

ANZ may suspend or terminate a user’s use of the ANZ App, or part thereof, without notice:

- if ANZ reasonably suspects unlawful activity or misconduct ; or
- if in ANZ’s reasonable opinion, it is otherwise necessary to prevent loss to you or ANZ.

Otherwise, ANZ will give you reasonable notice prior to suspending or terminating your use of the ANZ App.

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.

Quality of Service

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. In the event you need to execute a transaction request or access any account available through the ANZ App during this time and it is unavailable for any reason, the following channels and applications may be available to access these accounts as an alternative (if you are registered for access and meet eligibility requirements):

- ANZ Internet Banking;
- ANZ Phone Banking (13 13 14); or
- Visiting an ANZ branch.

You can contact ANZ at any time for information on how to arrange access to any of the above channels.

18. Privacy

ANZ may collect personal information via the ANZ App.

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

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.

Types of personal and sensitive information ANZ may collect

ANZ may collect personal information and/or sensitive information about your:

- Personal and contact details: For example, your name, address, email address, phone number, year/date of birth and gender;
- Government related identifiers: For example, your tax file or tax identification number, drivers licence number or passport number;
- Device and Digital Information: For example, details of the electronic devices you use to access the ANZ App, (such as device type and model, operating system, application type and version and device/app settings), location information and IP address, details of the wi-fi network or mobile network used by your device, an inventory of the device's apps, security information related to the device and app performance data (such as crash logs, energy usage, and diagnostics);
- Behavioural and usage information (including behavioural biometric information): For example, your typing speed, transaction patterns, scrolling and swiping activity and details of the way you use or interact with the ANZ App or particular features, such as activities or transactions you engage in, how and when you log in to the app, applications for products you make or statements or reports you may download, screens you visit and advertisements you may have seen, when you may accept terms and conditions or provide us with your consent, and the time you spend in the app.
- Biometric information: For example, recording your voice for authentication. Details regarding the handling of your personal information for Voice ID authentication and Biometric authentication can be found by referring to clause 5 above.
- Payment and account information: for example, information about the transactions you make on your ANZ bank account.
- Other: For example, information about your personal circumstances, information you provide in free text fields, ANZ customer references or unique identifiers and information about the account(s) or products you hold with ANZ. ANZ may also collect the types of information set out in the ANZ Privacy Policy (www.anz.com/privacy).

How ANZ may use and disclose your information

ANZ may use and disclose this information for the purposes of:

- providing you with access to the ANZ App and its features;
- assessing and processing any applications you make for a product or service;
- providing you with the ANZ products and services that have been requested by you;
- confirming your identity;
- contacting you about:

- o any applications you make (including incomplete applications);
- o your accounts, including providing statements and other notices;
- o any questions you may have, or any requests you make and to provide information to you (for example, insurance quotes);
- providing you with updates on your progress towards your goals, such as a savings goal or providing other helpful information;
- identifying, preventing or investigating any security risks, fraud, unlawful activity or misconduct (or suspected security risks, fraud, unlawful activity or misconduct) and managing these;
- determining your location using your Device and Digital Information, which may assist us to detect fraud and other suspicious activities. This also enables us to provide you with access to certain features or 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 help us improve, 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;
- recording and managing the details of any consents, declarations, certifications or acknowledgements you've made or provided to ANZ;
- 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);
- any purpose which is required or authorised by law including but not limited to purposes permitted under the Consumer Data Right (CDR);
- to protect our legitimate interests including, for example, taking or responding to any legal action;
- for any purpose we inform you about such as via the app or via applicable product terms and conditions.

Who ANZ may disclose your information to

ANZ may disclose this information to:

- your representative or any other party you have asked us to deal with as part of your account (e.g.: accountant or lawyer);
- joint account holder(s) or anyone you authorise to use or access your account(s);
- other parties within the ANZ authorised distribution network;
- ANZ related entities;
- professional advisors and insurance partners;



- alliance partners;
- agents, contractors and/or service providers
- any organisation that assists ANZ to identify, prevent or investigate any fraud, unlawful activity or misconduct (or suspected fraud, unlawful activity or misconduct);
- regulatory bodies, government agencies, law enforcement bodies and courts;
- other parties ANZ are authorised or required by law or court/tribunal order to disclose information to (for example, in accordance with Open Banking); and
- any other third parties ANZ inform you about including via the app or in any applicable product terms and conditions;

some of which may be based overseas. You can find details about the location of these recipients in ANZ's Privacy Policy (www.anz.com/privacy).

Further Information

ANZ's Privacy Policy (www.anz.com/privacy) contains further information about any additional third parties ANZ may disclose your information to, any laws that require or authorise ANZ to collect certain information from you, further details on when ANZ may collect your information from other sources (including from a third party), 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.

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 <https://policies.google.com/technologies/partner-sites>).

Third Party Personal Information

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.

19. Changes to these terms and functionality of the ANZ App

We can make changes to the ANZ App and ANZ App Terms and Conditions without your agreement.

ANZ may change these terms at any time. ANZ will give you 30 days' notice of any changes which are adverse to you. Where we reasonably consider a change has a positive or neutral effect on you, we will give you notice no later than the day we make the change.

If we make a change you are not happy with, you can deregister your Mobile Device from the ANZ App. See clause 20 for further information regarding deregistration.

ANZ will notify you of the above changes to the Terms and Conditions by:

- posting information on anz.com/app;
- public notice; or
- written or electronic notice to you (including via your Mobile Device, such as when you open the ANZ App).

The current version of these terms is available to view at anz.com and within 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.

20. **Deregistering from the ANZ App**

If you wish to deregister a Device from the ANZ App, you can do so within the ANZ App. Removing the ANZ App from your Mobile Device or deregistering from the ANZ App will not deregister you from accessing (if you are registered for access):

- ANZ Internet Banking; or
- ANZ Phone Banking

If you change Android Device and wish to continue using the ANZ App, you must download the ANZ App on your new Android Device and follow the registration process. You should deregister your old device prior to, or during, the registration process for your new device.

21. **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.

22. **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:
 - o 13 13 14
 - o +613 9683 9999 from overseas
 - o Complaint Resolution Team 1800 805 154
 - o 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/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

23. **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.

Android, Google Pay and Google Play are registered trademarks of Google Inc.

® BPAY and BPAY View® are registered to BPAY Pty Ltd ABN 69 079 137 518.

PayID is a registered trademark of NPP Australia Limited.

Temporary service disruptions may occur.

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