



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

**Version 4.10.X (November 2018)**

### **INTRODUCTION**

#### **1. Introduction**

ANZ App is a Mobile Device application that allows users to access the following functionality (more detail is provided in clause 5):

- (a) Banking: undertake certain banking transactions on Australian ANZ accounts.
- (b) Superannuation: view certain details (including the balance) of your ANZ SmartChoice Super and Pension Account.
- (c) Share Investments: undertake and monitor certain transactions regarding Australian listed equities.
- (d) Insurance: view certain details, and undertake certain insurance transactions regarding applicable ANZ distributed insurance products (see clause 2 for relevant insurance products).

These services are enabled through an application available via the Apple App Store. These ANZ App Terms and Conditions form a legal contract between you, the account or product owner and us, Australia and New Zealand Banking Group Limited (“ANZ”) in relation to your use of the ANZ App. It is important that you read and understand them before using the ANZ App as downloading the ANZ App application from the Apple App Store is your acceptance of the ANZ App Terms and Conditions. The ANZ App allows users to view their account balances on their Apple Watch using a compatible iPhone.

#### **2. Providers of services and additional terms and conditions**

The ANZ App has been developed, and is provided by ANZ. However, not all of the products which are accessible through the ANZ App are provided or issued by ANZ. A description of the accounts or products accessible through the ANZ App, the providers or issuers of the accounts or products, and the terms and conditions relevant to the accounts or products and the functions in the ANZ App follows.

You will need to hold a valid ANZ Customer Reference Number in order to:

- (a) apply for the relevant accounts or products;
- (b) accept the terms and conditions that apply to the relevant account or product; and
- (c) accept the following terms and conditions, which also apply to your use of the ANZ App, which you will do by downloading the application from the Apple App Store.

##### *Banking:*

- (a) Issuer of accounts: The accounts that will link into the ANZ App will be issued by either ANZ or OnePath Custodians. The terms and conditions for the relevant account will determine the extent to which the banking function can be used for the account.
- (b) Terms and Conditions: The Electronic Banking Conditions of Use provided with your product terms and conditions apply to your use of the banking function in the ANZ App, together with the additional conditions set out under the heading ‘General Terms’ below. Where inconsistent, these ANZ App Terms and Conditions will override the Electronic Banking Conditions of Use to the extent of the inconsistency. Capitalised terms that are undefined in these ANZ App Terms and Conditions take their meaning from the Electronic Banking Conditions of Use. The Electronic Banking Conditions of Use are included in the terms and conditions governing your ANZ account. References to “Mobile Banking” in the Electronic Banking



Conditions of Use include the banking solution offered by the ANZ App. References to a Personal Identification Number or PIN in the Electronic Banking Conditions of Use includes the four digit security PIN that you set up when you first register to use the ANZ App as changed by you from time to time (“ANZ App PIN”).

*Superannuation:*

- (a) Issuer of account: OnePath Custodians is the issuer of the ANZ Smart Choice Super and Pension Account. OnePath Custodians is a wholly owned subsidiary of ANZ but is not an authorised deposit taking institution under the Banking Act 1959 (Cth). Except as described in the ANZ Smart Choice Super and Pension Product Disclosure Statement and Additional Information Guide (PDS), this product is not a deposit or liability of ANZ or its related group companies and none of them stands behind or guarantees the issuer or the capital or performance of the product.
- (b) Terms and Conditions: The ANZ Smart Choice Electronic Access Terms and Conditions apply to your use of the superannuation function in the ANZ App, together with the additional conditions set out below. Where inconsistent, the ANZ Smart Choice Electronic Access Terms and Conditions will override these ANZ App Terms and Conditions to the extent of the inconsistency. Capitalised terms that are undefined in these ANZ App Terms and Conditions take their meaning from the ANZ Smart Choice Electronic Access Terms and Conditions. The ANZ Smart Choice Electronic Access Terms and Conditions are available at [www.wealth.anz.com/superannuation](http://www.wealth.anz.com/superannuation).

References to a PIN in the ANZ Smart Choice Electronic Access Terms and Conditions includes the four digit security PIN that you set up when you first register to use the ANZ App as changed by you from time to time (“ANZ App PIN”) and use of TouchID.

With an ANZ Smart Choice Super account, we’ll help you track down and bring together all your super accounts using the ATO SuperMatch2 service – including any you have lost on the way. You consent to receiving the results of SuperMatch2 searches via the ANZ App. You can revoke your consent at any time by calling Customer Services on 13 12 87.

*Share Investments:*

- (a) Provider of account: The ANZ Share Investing service is provided by CMC Markets Stockbroking Limited ABN 69 081 002 851 AFSL 246381 (CMC Markets Stockbroking), a Participant of the Australian Securities Exchange (ASX Group), Sydney Stock Exchange (SSX) and Chi-X Australia (Chi-X), at the request of ANZ. The obligations of CMC Markets Stockbroking are not guaranteed by ANZ. CMC Markets Stockbroking and ANZ are not representatives of each other.
- (b) Terms and Conditions: The ANZ Share Investing Trading Terms and Conditions (including CHES Sponsorship Agreement) and Best Execution Policy apply to your use of the Share Investments function in the ANZ App, together with the additional conditions set out below. Where inconsistent, these ANZ App Terms and Conditions will override the ANZ Share Investing Trading Terms and Conditions. Capitalised terms that are undefined in these ANZ App Terms and Conditions take their meaning from the ANZ Share Investing Trading Terms and Conditions. The Terms and Conditions applicable to the Share Investments function are available within the Support section of the ANZ App.



- (c) **Functional Differences:** The Share Investments module within the ANZ App has been designed to enable investors to open and monitor their holdings. It has limited functionality when compared to the other ANZ Share Investing trading platforms. It is your responsibility to be familiar with, and understand, those differences and any limitations. Information regarding the Share Investments module within the ANZ App and its differences to the other ANZ Share Investing trading platforms is available on anz.com. To access services not available in the ANZ App please use the other ANZ Share Investing trading platforms. We will not be liable for you being unable to access services or other features through the ANZ App.

*Insurance:*

- (a) **Issuers of products:** OnePath Life Limited (ACN 009 657 176, AFSL 238341) (“OnePath Life”) is the issuer of the following insurance products: ANZ Life Insurance, ANZ Recover Well and ANZ 50+ Life Cover. QBE Insurance (Australia) Limited (ABN 78 003 191 035) (“QBE”) is the issuer of the following insurance products: ANZ Home Insurance, ANZ Travel Insurance, ANZ Car Insurance and ANZ Landlord Insurance. ANZ Income Protection covers two separate financial products. The Income Cover is issued by OnePath Life, and Involuntary Unemployment and Family Care Cover are issued by OnePath General Insurance Pty Limited (ABN 56 072 892 365) (“OnePath General”). Together the above insurance products are collectively referred to as “Supported Insurance Products”.

OnePath Life is not an authorised deposit taking institution under the *Banking Act 1959* (Cth). The Supported Insurance Products are not a deposit or liability of ANZ or its related group companies and none of them stands behind or guarantees the issuers of the products or the products themselves.

- (b) **Terms and Conditions:** These ANZ App terms and conditions relate to the use of insurance on the ANZ App. Each Supported Insurance Product has its own terms and conditions, which relate to the product itself. Policy documents for the Supported Insurance Products are available on request by calling 13 16 14.

## **GENERAL TERMS**

### **3. Eligibility**

In order to use the ANZ App you will need:

- (a) an eligible mobile device with eligible software listed on anz.com/app that is enabled for cellular or wireless Internet connection (“Mobile Device”); and
- (b) to have a valid Customer Registration Number and Password.

ANZ recommends that you promptly update, and keep updated, the operating system and security software for your Mobile Device, and if applicable your Apple Watch, when released by the Mobile Device or system provider.

### **4. Fees and Charges**

Using the ANZ App will not incur any additional fees charged by ANZ. You may incur charges from your mobile service provider for downloading and using the ANZ App, and making calls. Any such charges are your sole responsibility and any matters regarding these charges should be raised with your mobile service provider. You will continue to be liable for any fees and charges disclosed to you in your product terms and conditions or contract with ANZ or the product issuer.

### **5. Functionality**

The ANZ App allows users to undertake the following functions.



- Banking: check their account balances, view their transaction history, transfer money between their ANZ accounts, pay bills using BPAY® Payments and transfer funds to another non-ANZ bank account (“Pay Anyone”).
- Superannuation: open an ANZ Smart Choice Super Account, check their ANZ Smart Choice Super and Pension Account balances and view their transaction history (high level details only), investment portfolio, historic investment options performance, investment asset allocations, insurance cover and beneficiary nominations and consolidate their other superannuation account/s into their ANZ Smart Choice Super Account.
- Share Investments: open a Trading Account, view company announcements, share prices, their transaction history, their investment portfolio and buy and sell Australian listed equities.
- Insurance: View information regarding Supported Insurance Products, buy Supported Insurance Products, view high level details of policies in force including information to make a claim, a calculator to help calculate the amount of life insurance you may wish to consider, and ability to add or link existing insurance policies (both Supported Insurance Products or otherwise) to the ANZ App.

There are more specific terms relevant to each function in clauses 18, 19, 20, 21, 22 and 23 (banking), 24 (superannuation), 25, 26 and 27 (share investments), and 28, 29 and 30 (insurance) below.

The ANZ App also allows eligible users to view selected details from selected accounts on their Apple Watch using a compatible iPhone. Users require at least an iPhone 5 with iOS version 10.0 or later software that is paired to the Apple Watch, with the ANZ App activated within the Apple Watch app on the iPhone. Information shown on the Apple Watch will only reflect select details from accounts activated on the iPhone, and there may be a short delay in updating some balances from what is shown on the iPhone.

## 6. Biometric authentication

### *Biometric authentication for Mobile Devices*

A user with an eligible Mobile Device may elect to enable biometric authentication to log on to the ANZ App using a biometric identifier registered on the user’s Mobile Device. A biometric identifier includes a fingerprint, facial data and any other means by which a Mobile Device manufacturer allows a user to authenticate their identity for the purposes of unlocking their Mobile Device (“Biometric Identifier”). ANZ does not collect or store this Biometric Identifier, it is stored on the user’s Mobile 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 Mobile Devices you use to access the ANZ App. However if another person has stored their Biometric Identifier on the Mobile 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 and the ANZ Smart Choice Electronic Access Terms and Conditions.

### *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.

## **7. Multiple Device Registration**

After you have first registered your Mobile Device for the ANZ App, you are 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, you will be required to enter your ANZ App PIN.

You agree you will:

- (a) not disclose your ANZ App PIN to any other person, including any joint account holder; and
- (b) not allow any other person to use your ANZ App PIN for the purpose of registering another device for the ANZ App.

For security reasons:

- (a) you will not be permitted to use the ANZ App on more than one Mobile Device at the same time; and
- (b) 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 you attempt to register a device that exceeds the limit, you will be notified at that time that your registration has been unsuccessful.

## **8. Multiple Profile Registration**

If you have more than one Customer Registration Number (**CRN**) registered under your name, ANZ may permit you to register each CRN as a new profile in the ANZ App, subject to:

- (a) ANZ may impose a limit on the number of CRN's you can register as a new profile in the ANZ App;
- (b) a new profile will need to be registered on each Mobile Device that you have registered for the ANZ App; and
- (c) 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.

## **9. Joint account holders using the ANZ App**

Joint account holders of any products accessed using the ANZ App are not permitted to share an ANZ App PIN. If each joint account holder wishes to use the ANZ App, each account holder must have their own Customer Registration Number and register separately for the ANZ App. Joint accounts are not available for use or access within Share Investments. During registration, each joint account holder will be required to enter their unique Customer Registration Number. You can contact ANZ on 13 33 50 to link your unique Customer Registration Number to a joint account.

## **10. Transfer between accounts**

The landing page of the ANZ App gives you the option of directly selecting the "Transfer" option through the ANZ button. Selecting this option is the same as selecting the "Transfer" option within Banking. The terms

and conditions of 'Banking Functionality' below apply to the transfer instruction given to ANZ arising through use of this tab.

## 11. Deregistering from the ANZ App

If you wish to deregister from the ANZ App, you may do so by selecting Devices within 'settings' which is contained within the 'more' button on the Accounts tab in 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
- ANZ Phone Banking
- ANZ Mobile Banking; or
- ANZ Share Investing

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

## 12. Your Obligations

You agree you will:

- (a) Not leave your Mobile Device unattended and left logged into the ANZ App.
- (b) If you access the ANZ App through your Apple Watch, not leave your Apple Watch unattended when in Bluetooth range of your Mobile Device.
- (c) Lock your Mobile Device or take other steps necessary to stop unauthorised use of the ANZ App.
- (d) Notify ANZ immediately if your Mobile Device is lost or stolen, or if your Mobile Device service is suddenly disconnected without your permission (which may indicate you have been subject to mobile phone porting).
- (e) Not use the ANZ App for any purpose other than to undertake legitimate banking, superannuation, investment or insurance enquiries or payments on accounts you are legally entitled to operate in accordance with these ANZ App Terms and Conditions and the terms and conditions applicable to your products and account.
- (f) Not act fraudulently or maliciously in relation to the ANZ App application or software. As examples, you will not copy, modify, adversely effect, reverse engineer, hack into or insert malicious code into the ANZ App application or software.
- (g) Only install approved applications on your Mobile Device or Apple Watch, and that you will not override the software lockdown on your Mobile Device or Apple Watch (i.e. jailbreak your Mobile Device).
- (h) Promptly update, and keep updated, the operating system and security software for your Mobile Device and Apple Watch when released by the Mobile Device or system provider.
- (i) Not permit any other person to store their Biometric Identifier on your Mobile Device.
- (j) Before you sell or permanently give your Mobile Device to any person, delete the ANZ App application and if you have enabled a Biometric Identifier for access to the ANZ App, disable this feature within the app (e.g. disable Touch ID or Face ID).

If you use photos to personalise your accounts that can be accessed using the ANZ App, you warrant that:

- (a) the photos used by you do not contain content which is offensive or illegal, or would be considered unacceptable for viewing by a person under 18yo; and
- (b) you took the photo (or are the owner of the copyright in the photo).

## 13. SMS



You agree that, by registering for the ANZ App, ANZ may send a SMS to your nominated Mobile Device. ANZ is not liable for any loss or damage you suffer as a result of any person other than you accessing those SMSs. You may incur charges from your mobile phone operator as a result of using the ANZ App or SMS. Any such charges are solely your responsibility.

#### **14. Liability and Indemnity**

Subject to clause 2 above, the liability of you and ANZ when using the ANZ App is set out in:

- (a) For banking functions: the Electronic Banking Conditions of Use;
- (b) For superannuation functions: The ANZ Smart Choice Electronic Access Terms and Conditions;
- (c) For share investment functions: As set out below in clause 25; and
- (d) For insurance functions: As set out in clause 30.

Without limiting the specific liability statements in the above product terms and conditions:

- ANZ will not be responsible for any inability and/or failure of your Mobile Device or Apple Watch to access or use the ANZ App, or for any loss or damage to your Mobile Device or Apple Watch resulting from your access or use, or attempted access or use, of the ANZ App (including downloading any associated applications for the ANZ App), and you should satisfy yourself as to these matters before attempting to access or use the ANZ App.
- ANZ will not be liable for any loss arising from your inability to access your Trading Account or Share Investments through the ANZ App. If for any reason you are unable to access your Trading Account or Share Investments through the ANZ App, you can contact the Client Service Consultants by telephoning 13 33 50, Monday to Friday, 8am – 8pm Sydney time, or by emailing [service@anzshareinvesting.com](mailto:service@anzshareinvesting.com). You can also access your Trading Account through [www.anzshareinvesting.com](http://www.anzshareinvesting.com) (once you have been registered for access, which can be obtained from a Client Service Consultant).
- ANZ will not be liable for any loss arising from your use of the ANZ App, including loss arising from any security breach, if you have acted fraudulently (either alone or together with any other person), if you have installed applications on your Mobile Device or Apple Watch other than those available from the Apple App Store, or if you have caused or contributed to that loss, for example, by failing to comply with any of these ANZ App Terms and Conditions or other applicable terms and conditions set out in clause 2 above. It is your choice to download and install the ANZ App. ANZ accepts no liability for any loss or consequences to you whatsoever that result from this decision, including in the event ANZ refuses or fails to process a transaction request or delays in doing so. You acknowledge that any unauthorised reproduction by you of any proprietary information provided or available via the ANZ App or any portion of it may result in legal action being taken. When you initiate a call through the ANZ App on your Mobile Device, you will exit the application and the call will be made using your chosen Mobile Device's dialler. ANZ will not be liable in any way if your dialler redirects you to a fraudulent or incorrect number and will not be liable for any network service provider fees incurred for the call.

#### **15. Helpdesk**

For assistance in your use of the ANZ App please call ANZ on 13 33 50. This service is provided on the condition that neither we nor our employees will be liable for any direct or indirect loss suffered by you, resulting from your use of the service. This service will not be responsible for providing advice specific to your Mobile Device, including data connections and cellular charges to your mobile device accounts.

#### **16. Suspension or Termination of Use and Service Quality**

ANZ may suspend or terminate your use of the ANZ App, or access to any functionality within the ANZ App, at any time. 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 you, as a result of a reduced level of service caused by any third party. The ANZ App may be unavailable from time to time. In the event you need to execute a transaction request



or access any account available through the ANZ App during this time, you acknowledge that the following channels and applications are available to access these accounts as an alternative (if you are registered for access):

- ANZ Internet Banking; or
- ANZ Share Investing (through the Client Service Consultants by telephoning 13 33 50, Monday to Friday, 8am – 8pm Sydney time, or through [www.anzshareinvesting.com](http://www.anzshareinvesting.com))

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

### **17. Changes to the ANZ App and the ANZ App Terms and Conditions**

ANZ can change the ANZ App Terms and Conditions at any time. ANZ will give you 20 days prior notice of any changes which relate solely to the use of the banking function in the ANZ App which:

- Impose or increase charges;
- Increase your liability for losses relating to transactions conducted using the ANZ App; or
- Change your daily transaction limit or other periodical transaction limit applying to the use of the ANZ App.

ANZ will notify you of the above changes only by:

- Posting information on [anz.com/app](http://anz.com/app);
- Notice in our branches;
- Public notice; or
- Written or electronic notice to you (including via your Mobile Device).

### **BANKING FUNCTIONALITY**

In this section, “ANZ App transactions” refers exclusively to transaction instructions and transaction processing within the Banking component of the ANZ App.

### **18. Balances**

Most ANZ App transactions will be reflected in the balance of your account immediately after the transaction is processed. However, this may not always occur. Credit cards and commercial card transactions will only appear when the merchant processes the transactions. BPAY® Payments requested before 6pm Sydney time on a Banking Business Day will be processed to your account on the same day. BPAY® Payments requested after this time may be processed on the next Banking Business Day. For commercial cards, the ‘Current Balance’ may not reflect the available credit on your card. If you are an ANZ Share Investing customer, the Cash Account balance will not reflect unsettled sell trades. Please view Share Investments or log on to the ANZ Share Investing website to obtain details of your current account balance including any unsettled trades. The amount noted in Available Funds may include cheques waiting clearance. In the event that you perform a transaction that overdraws your account or draws on uncleared funds, ANZ may in its discretion allow the transaction on the basis that you may be charged a service fee, which will be debited to your account.

### **19. Pay Anyone**

It is your responsibility to ensure that the details provided by you are correct or your transfer may be unsuccessful or may be paid to an unintended account. We do not check that the details provided by you are correct.

ANZ will generally process Pay Anyone instructions:

- in near real time, or on the future date you have selected, if the Pay Anyone transfer can be made through the New Payments Platform or Osko®;
- if the Pay Anyone transfer cannot be made through the new Payments Platform or Osko® (for example, if either the sending or receiving account is ineligible for those services), in the following way:



- If you do not ask us to make the transfer on a future date, on the day the instruction is given provided ANZ receives the instruction before 6pm Melbourne time on a Banking Business Day; and
- If you ask us to make the transfer on a future date, on that date provided it is a Banking Business Day (or if it is not, on the next Banking Business Day);
- for immediate international transfers, on the day the instruction is given, provided ANZ receives the instruction before 6pm Melbourne time on a Banking Business Day. When the payee's account will be credited will depend on the policy and systems of the payee's bank. You cannot delete or cancel a transfer.

## 20. BPAY® Payments

The ANZ App allows you to pay bills using BPAY® Payments. When using BPAY® Payments, you must ensure that the Biller Code and Reference are correct or your payment may be unsuccessful or may be paid to an unintended account. You cannot:

- delete or cancel a bill payment once you have submitted the request to us; or
- make future dated bill payments or recurring bill payments.

BPAY View™ is not available using the ANZ App. A limit of \$10,000 per transaction and \$15,000 per day applies to bill payments using BPAY® Payments on the ANZ App (unless you have registered for and use VoiceID, in which case higher daily transaction and per day limits may be available). Bill payments requested before 6pm Sydney time on a Banking Business Day will be processed to your account on the same day. Any bill payment requested after 6pm Sydney time on a Banking Business Day may be processed on the next Banking Business Day. However, when the biller's account will be credited for this payment will depend on the policy and systems of the biller's bank. After you have completed your bill payment request, you will receive a receipt confirming your bill has been lodged for processing with us. The receipt will contain a receipt number. BPAY® Payments and BPAY View™ is registered to BPAY Pty Ltd ABN 69 079 137 518.

## 21. 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.

## 22. 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 Apple 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.

## 23. Merchant Details



Merchant details (including merchant identity and contact information) displayed in connection with your transactions via the ANZ App 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 report this via the "Send them a message" link in the ANZ App.

## **SUPERANNUATION FUNCTIONALITY**

### **24. Superannuation functionality**

You may view the following in relation to your ANZ Smart Choice Super and Pension Account on the ANZ App:

- account balance;
- transaction history (high level details only);
- investment portfolio;
- historic investment options performance;
- investment asset allocations;
- insurance cover; and
- beneficiaries.

You also have the ability to consolidate your other superannuation account/s into your ANZ Smart Choice Super Account via the ANZ App. This consolidation functionality is not available in relation to ANZ Smart Choice Transition to Retirement or Pension Accounts. You may not conduct any other transactions that would otherwise be available through the Electronic Access for your ANZ Smart Choice Super and Pension account. You cannot directly contribute to or withdraw funds from your ANZ Smart Choice Super and Pension Account using the ANZ App. However, you can use BPay® Payments or an electronic funds transfer through the ANZ App, ANZ Internet Banking or through any other financial institution to transfer funds to your ANZ Smart Choice Super Account. For further details on how you can contribute to, and withdraw funds from, your ANZ Smart Choice Super and Pension Account, please refer to the PDS. You acknowledge and understand that the account information of your ANZ Smart Choice Super and Pension Account as displayed in the ANZ App is provided to ANZ by OnePath Custodians and are subject to change in the event of an error. It is intended for information purposes only and is based on the available unit prices, therefore should not be taken as complete and up to date.

## **SHARE INVESTING FUNCTIONALITY**

### **25. Liability**

Subject to responsibilities implied by law and which cannot be excluded, ANZ is not liable to you for any losses, damages, liabilities, claims or expenses whatsoever (including but not limited to legal costs or settlement costs and consequential losses) whether in contract, tort, statute or otherwise arising out of or relating to your access to the ANZ Share Investing service through the ANZ App, except, subject to clause 2 where the losses:

- are caused by the fraudulent or negligent conduct of ANZ or its employees or agents;
- relate to any forged, faulty, expired or cancelled part of the ANZ App;
- arise from access to the ANZ App on a device that occurs before you have received or selected your ANZ App PIN for the first time on that device;
- result from an unauthorised access that occurs after you have notified ANZ that the security of your password has been breached; or
- result from an unauthorised transaction if it is clear that you have not contributed to the losses.

The liability of you and the provider of the ANZ Share Investing service identified in clause 2 is set out in the ANZ Share Investing Trading Terms and Conditions.

### **26. Equipment malfunction**



You agree that ANZ will not be liable for any loss suffered by you where the ANZ App is temporarily unavailable or where a system or equipment fails to function in a normal or satisfactory manner, regardless of how this may have been caused. You are solely responsible for your own anti-virus and mobile device security measures, and those of any authorised user, to help prevent unauthorised access via the ANZ App to your transactions and linked accounts.

You agree that if for any reason you are unable to access your Trading Account or Share Investments through the ANZ App, you can contact the Client Service Consultants by telephoning 1300 269 662, Monday to Friday, 8am – 8pm Sydney time, including to undertake a share investment transaction by telephone or you can access your Trading Account through [www.anzshareinvesting.com](http://www.anzshareinvesting.com) (once you have been registered for access, which can be obtained from a Client Service Consultant).

## 27. Specific Electronic Access Terms for accessing Share Investments

The following terms will only apply if you access Share Investments in the ANZ App:

- (a) You must make a report to ANZ immediately you become aware or suspect that your ANZ App PIN, telecode, password or CRN is disclosed or used without your authority or lost. You must not then continue to use your ANZ App PIN, telecode, password or CRN. ANZ will cancel it and arrange for you to select a new ANZ App PIN, telecode or password or to be provided with a new CRN. The best way to make the report is to call ANZ on 13 33 50. If ANZ's telephone report service is unavailable, you must report the loss, theft or misuse to any ANZ branch.
- (b) ANZ may cancel any CRN or electronic access without prior notice if:
  - (i) ANZ believes that use of the electronic access may cause loss to you or to ANZ; or
  - (ii) the account is an inactive account.
- (c) ANZ may withdraw your electronic access to accounts without prior notice if:
  - (i) electronic equipment malfunctions or is otherwise unavailable for use;
  - (ii) any of your accounts is overdrawn or will become overdrawn, or is otherwise considered out of order by ANZ;
  - (iii) ANZ believes your access to accounts through electronic equipment may cause loss to you or to ANZ;
  - (iv) ANZ believes that the quality or security of your electronic access process or ANZ's systems may have been comprised; or
  - (v) ANZ suspects you of being fraudulent or engaging in inappropriate behaviour unless this is prohibited by law.
- (d) ANZ may at any time change the types of accounts that may be operated, or the types of transactions that may be made through particular electronic equipment.

## INSURANCE FUNCTIONALITY

### 28. Insurance functionality

You may view the following (if applicable) in relation to the Supported Insurance Products on the ANZ App:

- insurance cover;
- who is covered;
- policy commencement, renewal, anniversary and expiry dates;
- beneficiaries;
- the premium amount and payment method; and
- claims information and documentation.

If a Supported Insurance Product you hold does not appear on the ANZ App, you may link the product(s) using the ANZ App. If there is insufficient information to link your insurance policy, or the ANZ App is unable

to automatically link the Supported Insurance Product, contact ANZ [call **13 33 50**] to add and view your Supported Insurance Product(s) to the ANZ App.

The ANZ App allows you to add and view insurance products other than Supported Insurance Products. Information you input in respect of these insurance products will not be updated by ANZ or the product issuer.

You acknowledge and understand that any product related information regarding Supported Insurance Products displayed on the ANZ App is provided to ANZ by OnePath Life, OnePath General or QBE and is subject to change in the event of an error. The information should not be taken as complete and up to date. Please refer to the relevant Product Disclosure Statement, Policy document and Policy Schedule for full product terms and conditions.

You have the ability through the ANZ App to use a life insurance calculator (“Calculator”). The Calculator provides an estimated amount of life insurance for you to consider based on information you input.

Additionally:

- the Calculator and information provided by the Calculator is of a general nature and does not take into account your personal objectives, financial situation or needs. ANZ recommends you consider its appropriateness to you;
- the Calculator is not a substitute for personal advice;
- any information input into the Calculator will be stored and used for subsequent use of the Calculator. As part of any subsequent use of the Calculator, ANZ will pre-populate previously input information. ANZ may notify you, and will only update the ‘existing insurance’ field if there is a change to the amount of life cover of your life insurance product issued by OnePath Life. No other information previously input in the Calculator will be updated by ANZ; and
- ANZ may use your information in other parts of the ANZ App. ANZ may send you information about their products and services, and may also disclose your information to related companies or organisations to enable them to tell you about their products or services. To elect not to receive this marketing call 13 33 50. See ANZ Privacy Policy (<http://www.anz.com/resources/a/3/a37f16004d2bd7f8852a9d69785e67b9/privacypolicy.pdf?MOD=AJPERES>) for full details on how we manage and protect your personal information.

## 29. Electronic delivery of documents

You agree, by registering and continuing to use the ANZ App, for the documents (or type of documents) below to be made available electronically through the ANZ App. Each document, or type of document, can be obtained and accessed in the manner set out below:

- ANZ Financial Services Guide (FSG) – this document can be accessed, downloaded and saved via:
  - the ‘Important Information’ folder; or
  - clicking on hyperlinks of the FSG, which are located at the bottom of both the Insurance Store pages and every page of the application to buy a Supported Insurance Product;
- any Policy Schedule in respect of a Supported Insurance Product purchased through the ANZ App – this type of document can be viewed, downloaded and saved by accessing the ‘Messages’ folder within 60 days of buying a Supported Insurance Product; and
- any PDS in respect of a Supported Insurance Product – this type of document can be accessed, downloaded and saved by clicking on hyperlinks of relevant PDS, which are located at the bottom of both the Insurance Store pages and every page of the application to buy a Supported Insurance Product.

## 30. Liability

In addition to the matters set out in clause 14, ANZ, its subsidiaries, officers, employees, or the relevant product issuer(s) are not liable to you for any losses, damages, liabilities, claims or expenses whatsoever whether in contract, tort, statute or otherwise arising directly or indirectly out of, or relating to, the following:

- the accuracy of, or reliance on, any product related information that appears on the ANZ App. This is irrespective of whether the information is input by you or ANZ; and
- reliance on the Calculator and its results.

## FURTHER GENERAL TERMS

### 31. Password Security

You must keep your passwords secure. Failure to do so may increase your liability for any loss.

**Warning:** You must not use your birth date or an alphabetical code which is a recognisable part of your name as a password, or select a password with sequential numbers, for example “1234” or where three or more numbers repeat, for example, ‘1111’ or “2227”. If you do, you may be liable for any loss suffered from an unauthorised transaction. You must not:

- (a) disclose your passwords to any other person;
- (b) allow any other person to see you entering your password; or
- (c) if you enabled TouchID for access to the ANZ App, allow another person to store their fingerprints on your Mobile Device.

To assist you, ANZ publishes security guidelines. A copy of the current guidelines is available at [www.anz.com](http://www.anz.com).

### 32. Making a complaint

If you have a complaint about any of our products or services, ANZ has established complaints resolution procedures that aim to deal with and resolve your complaint within 10 working days.

For the fastest possible resolution to your complaint:

- call ANZ on 1800 805 154 or
- TTY 1300 366 255 or
- Talk to staff at your local ANZ branch or business centre or
- Talk to your Relationship Manager, Product Specialist or Adviser or
- Send a letter to ANZ Customer Response Centre via:  
Mail: Locked Bag 4050, South Melbourne, VICTORIA 3205  
Email: [YourFeedback@anz.com](mailto:YourFeedback@anz.com)  
Fax: 1800 269 030

For more information about ANZ’s complaints resolution procedures, please ask for the brochure entitled ‘Your Feedback’ at any ANZ branch or business centre, refer to your Product Disclosure Statement or go to [www.anz.com/australia/aboutanz/customercharter/resolvecomplaint.asp](http://www.anz.com/australia/aboutanz/customercharter/resolvecomplaint.asp)

#### *Financial Services Dispute Resolution Schemes*

If you are not satisfied with the steps taken by ANZ to resolve the complaint, or with the result of ANZ’s investigation, you may lodge a complaint with the Australian Financial Complaints Authority (AFCA):

Online: [www.afca.org.au](http://www.afca.org.au)

Email: [info@afca.org.au](mailto:info@afca.org.au)

Phone: 1800 931 678 (free call)

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

Time limits may apply to complain to AFCA and so you should act promptly or otherwise consult the AFCA website to find out if or when the time limit relevant to your circumstances expires.

Alternatively, one of the following external dispute resolution schemes may assist in resolving your complaint:

Superannuation, deferred annuities, retirement savings accounts: with **AFCA** on the contact details listed above.

Australian Securities and Investments Commission

The Australian Securities and Investments Commission's (**ASIC**) website contains information on complaining about companies and people and describes the types of complaints handled by ASIC. To obtain further information contact the ASIC Info line:

Online: [www.asic.gov.au](http://www.asic.gov.au)

Email: [infoline@asic.gov.au](mailto:infoline@asic.gov.au)

Phone: 1300 300 630

## **APPLE TERMS AND OTHER MATTERS**

### **33. Data collection**

ANZ 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 also agree that ANZ and the Third Parties may collect and store various information relating to your device. The information collected from your relevant device includes network type and carrier name, device type and model, operating system, screen resolution and the location of your device. In some cases, the IP address is collected to determine the location of your device, but is then deleted and not stored. If you do not consent to the collection of this device information, you should cease using the ANZ App.

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.

### **34. Other matters**

- (a) By clicking "Install" you agree to receive these ANZ App Terms and Conditions and any amendments to them (except those outlined in Clause 17) electronically via the Apple App Store or the Mobile Device and understand ANZ will not send you a paper copy.
- (b) In relation to these ANZ App Terms and Conditions, 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 or a breach will not waive any other breach.
- (c) These ANZ App Terms and Conditions are governed by and to be construed in accordance with the laws in force in Victoria, Australia. By accepting these ANZ App Terms and Conditions you irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of Victoria, Australia and courts of appeal from them.

### 35. Apple Inc Licensing

You acknowledge that these ANZ App Terms and Conditions are between ANZ and you, and not Apple Inc (“Apple”). You are given a non-transferable licence to use the ANZ App on your Mobile Device in accordance with these ANZ App Terms and Conditions and the Apple Usage Rules in the Apple Store Terms of Service. Subject to these ANZ App Terms and Conditions, ANZ is solely responsible for the ANZ App, and Apple Inc is not responsible for the ANZ App in any way.

To the maximum extent permitted by law, Apple has no warranty obligations whatsoever with respect to the ANZ App. You agree that ANZ, and not Apple, is responsible for:

- addressing any claims by you or a third party in relation to the ANZ App, including but not limited to product liability claims, claims that the ANZ App fails to confirm to legal or regulatory requirements or consumer protection claims;
- investigating any claim that the ANZ App breaches third party intellectual property rights, and for defending, settling or discharging such claim;
- maintenance and support services for the ANZ App. You warrant that you are not located in a country that is subject to a US Government embargo or is designated by the US Government as a “terrorist supporting” country, and you are not listed on any US Government list of prohibited or restricted parties. You must comply with all third party service providers terms of use (for example, software providers and network service providers) when using the ANZ App. You agree that Apple and its subsidiaries are third party beneficiaries of these ANZ App Terms and Conditions and that Apple has the right to (and will be deemed to have accepted the right) to enforce these ANZ App Terms and Conditions against you as a third party beneficiary.

Date: Version 4.10.X November 2018

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