

ANZ CASH INVESTMENT ACCOUNT

TERMS AND CONDITIONS
09.07.2018



CONTENTS

Section 1.

Your ANZ Cash Investment Account 5

1.1	What is an ANZ Cash Investment Account?	5
1.2	Who can open an ANZ Cash Investment Account?	6
1.3	Identification	6
1.4	Authorised Representatives	7
1.5	Other third party access to your ANZ Cash Investment Account	7
1.6	Company accounts	8
1.7	Tax File Number	8
1.8	Joint beneficiaries	9
1.9	Lawful purpose	9
1.10	Notices	9

Section 2.

Operating your ANZ Cash Investment Account 10

2.1	Authority for account operation	10
2.2	Deposits	11
2.3	Withdrawing or transferring money	12
2.4	Interest rate	13
2.5	Interest payments	14
2.6	Account statements	14
2.7	Processing of withdrawals and deposits generally	14
2.8	Adjustments to your account balance	15
2.9	Payment procedures	16
2.10	Overdrawing your account	16
2.11	Changes to fees, charges and interest	18
2.12	Changes to other terms and conditions	19
2.13	Transfer of rights	20
2.14	Inactive accounts	20
2.15	Disruption to service	20
2.16	Indemnity	21
2.17	Anti-money laundering and sanctions	21
2.18	No dealing in account	22

Section 3.	
Fees and charges	22
3.1 Bank fees and charges	22
3.2 Government charges	23
3.3 CMC Markets' and Intermediary's fees and charges	23
Section 4.	
Disclosures	23
4.1 Monitoring enquiries and transactions	23
4.2 Privacy and confidentiality	24
Section 5.	
Compliments, suggestions and complaints	27
5.1 We value your feedback	27
5.2 Providing feedback	27
5.3 Further help	28
Section 6.	
Other things you need to know	29
6.1 Change of name and address by signatories	29
6.2 Closure of your ANZ Cash Investment Account by you	29
6.3 Closure of your Trading Account	29
6.4 Closure or blocking of your ANZ Cash Investment Account by us	30
6.5 Financial Claims Scheme	30
Section 7.	
Definitions	30
Section 8.	
Electronic Banking Conditions of Use	32
Contact details	41
ANZ Share Investing Customers	41
CMC Markets Customers	41
General	42

Application of these Terms and Conditions

These Terms and Conditions are jointly issued by ANZ and Share Investing Limited.

You are deemed to accept these Terms and Conditions on the earlier of the date on which you first use your ANZ Cash Investment Account or the date on which you otherwise accept these Terms and Conditions in a manner advised by ANZ from time to time.

However:

- if your ANZ Cash Investment Account was established before 9 July 2018 and is linked to a CMC Markets Trading Account – these Terms and Conditions will apply to your ANZ Cash Investment Account from 9 July 2018; and
- if your ANZ Cash Investment Account was established before 10 September 2018 and is linked to an ANZ Share Investing Trading Account – these Terms and Conditions will apply to your ANZ Cash Investment Account from 10 September 2018.

In addition to these Terms and Conditions, other terms and conditions, including those implied by law, apply. To the extent permitted by law, these Terms and Conditions shall prevail in the event of any inconsistency.

If the law implies terms and conditions which cannot be excluded, the liability of ANZ and Share Investing Limited under those implied terms and conditions will be limited to the maximum extent permitted by law.

Code of Banking Practice

If you are an individual or a small business (as defined in the Code of Banking Practice), ANZ is bound by the Code of Banking Practice when we provide our products and services to you.

SECTION 1. YOUR ANZ CASH INVESTMENT ACCOUNT

1.1 WHAT IS AN ANZ CASH INVESTMENT ACCOUNT?

An ANZ Cash Investment Account is an account opened on behalf of the holder of, and that is linked to, a Trading Account to facilitate dealings in financial products.

There are two types of Trading Accounts:

- an ANZ Share Investing Trading Account – being a trading account with CMC Markets that is established through the ANZ Share Investing service provided by CMC Markets; and
- a CMC Markets Trading Account – being a trading account with CMC Markets that is established through an intermediary approved by CMC Markets.

The terms and conditions for ANZ Share Investing Trading Accounts are set out in the ANZ Share Investing Trading Terms and Conditions, while those for CMC Markets Trading Accounts are set out in the CMC Markets Trading Terms and Conditions. Holders of ANZ Share Investing Trading Accounts are ANZ Share Investing Customers, and holders of CMC Markets Trading Accounts are CMC Markets Customers. The Intermediary for a CMC Markets Customer is the Intermediary that established or that was last appointed to operate their CMC Markets Trading Account.

CMC Markets provides the trading, execution and support services for Trading Accounts. Accordingly, trades and other dealings on a Trading Account will be implemented by CMC Markets, and CMC Markets will have access to the linked ANZ Cash Investment Account to facilitate the trades and other dealings.

The manner in which you can operate your ANZ Cash Investment Account differs, depending upon whether you are an ANZ Share Investing Customer or a CMC Markets Customer.

Amongst other things, the funds in your ANZ Cash Investment Account can be used to purchase financial products through your Trading Account pursuant to instructions either given by

you or (if you are a CMC Markets Customer) on your behalf by your Adviser.

Your ANZ Cash Investment Account will be established in the name of Share Investing Limited, which will act as trustee of your ANZ Cash Investment Account. You will be the beneficiary of the account.

These Terms and Conditions are issued jointly by ANZ and Share Investing Limited and set out:

- the terms as between ANZ and each of you and Share Investing Limited (as your trustee) that govern your ANZ Cash Investment Account, including the manner in which you and any person authorised to operate your account may transact on the account; and
- your relationship with Share Investing Limited in relation to your ANZ Cash Investment Account.

Share Investing Limited is a subsidiary of ANZ. As trustee of your ANZ Cash Investment Account, it will hold the account on your behalf. ANZ is the issuer of your ANZ Cash Investment Account. Neither ANZ, Share Investing Limited nor CMC Markets guarantees the obligations of any of the others.

1.2 WHO CAN OPEN AN ANZ CASH INVESTMENT ACCOUNT?

An ANZ Cash Investment Account is only available for the benefit of the holder of a Trading Account, and can only be held by such a holder through Share Investing Limited as trustee.

We have the right, at our discretion, to accept or reject an application for an ANZ Cash Investment Account.

1.3 IDENTIFICATION

Under Federal law, we must verify the identity of all account beneficiaries, and anyone authorised to act for them. For us to do this, account beneficiaries and anyone authorised to act for them must satisfactorily meet ANZ's Customer Identification Process.

The identification process can be satisfied by producing acceptable documents which establish the relevant person's identity. One of the documents must include the relevant person's photograph or signature. If you want more information on the documents you can use as proof of identity,

please refer to the relevant account application form, check our website, contact the relevant Service Centre (see the contact details at the back of this booklet), speak to your Adviser (if you have or are establishing a CMC Markets Trading Account), or ask a member of staff at any ANZ branch.

If you, or anyone authorised to act for you, is not identified in terms of the law, the account will be blocked for all withdrawals (or all withdrawals by the relevant person) until the requirements are satisfied.

1.4 AUTHORISED REPRESENTATIVES

An Authorised Representative is a company, partnership or individual appointed by you to give effect to your instructions regarding dealings in financial products through your Trading Account and who therefore may access information relating to your ANZ Cash Investment Account and authorise transactions on your ANZ Cash Investment Account.

CMC Markets is automatically appointed pursuant to these Terms and Conditions as an Authorised Representative.

You may also appoint one or more other Authorised Representatives (if you are a CMC Markets Customer, this will usually include your Adviser). Such other Authorised Representatives are referred to as 'authorised agents' under the Trading Terms and Conditions. To make or revoke any such appointment you will need to follow the processes provided for by CMC Markets and (if you are a CMC Markets Customer) your Intermediary from time to time.

You:

- authorise ANZ to make available any information relating to your ANZ Cash Investment Account to each Authorised Representative; and
- authorise CMC Markets to transact on your ANZ Cash Investment Account, including in accordance with any instructions received from another Authorised Representative.

1.5 OTHER THIRD PARTY ACCESS TO YOUR ANZ CASH INVESTMENT ACCOUNT

You may appoint an individual other than an Authorised Representative as a third party with authority to view your ANZ Cash Investment Account.

To authorise such a third party to use ANZ Phone Banking and ANZ Internet Banking to view your account, you will also need to complete a separate ANZ Phone Banking and ANZ Internet Banking Authorised User Authority.

You will be able to revoke the appointment of such a third party at any time in accordance with the processes provided for by us from time to time. The revocation will be effective as provided for in those processes.

1.6 COMPANY ACCOUNTS

If you are a company, the following will apply.

If you are an ANZ Share Investing Customer, up to two of your directors who sign the application form used to establish your ANZ Cash Investment Account will be entitled to view and operate your ANZ Cash Investment Account and will have the same powers as you to make deposits to and withdrawals from the account.

If you are a CMC Markets Customer, your Intermediary is authorised to instruct CMC Markets (as our agent) which of your directors or secretaries will have authority to view and/or operate your ANZ Cash Investment Account.

If you want additional directors, secretaries or other persons to have authority to view and/or operate your ANZ Cash Investment Account, you will need to appoint them.

1.7 TAX FILE NUMBER

Federal law stipulates that all accounts earning deposit interest in a tax year are subject to Tax File Number (TFN) legislation. It is not compulsory for you to provide your TFN. However, if you choose not to do so, we must deduct withholding tax from the interest earned, unless you are in an exempt withholding tax category. If you are in an exempt category, you should tell us or (if you are a CMC Markets Customer) CMC Markets.

Withholding tax is generally calculated at the highest marginal tax rate plus applicable Commonwealth tax levies, including the Medicare Levy.

In accordance with the Privacy Act, we will keep your TFN, which we can keep a record of for all your accounts, confidential.

1.8 JOINT BENEFICIARIES

Where there are two or more joint beneficiaries of your ANZ Cash Investment Account, the following shall apply:

- ANZ and Share Investing Limited may give any statement, notice or other document (including a statement of account, a notice about your account or notice of a change to the terms and conditions of your account) to the joint beneficiaries of the account by giving the document to any one of the joint beneficiaries in any manner allowed under these Terms and Conditions (in which case ANZ or Share Investing Limited (as applicable) will be deemed to have given the document to all joint beneficiaries);
- if a beneficiary dies, ANZ and Share Investing Limited will treat the balance of the account as being held for the benefit of the surviving beneficiary or beneficiaries.

Where an account has more than one beneficiary, any of you will be entitled to operate the account (to the extent allowed under these Terms and Conditions) without the consent of the others.

1.9 LAWFUL PURPOSE

You must not cause your ANZ Cash Investment Account to be used for any unlawful purpose.

1.10 NOTICES

Without limiting any other provision of the terms and conditions of your ANZ Cash Investment Account that allow for another form of notice, ANZ and Share Investing Limited may give any statement, notice or other document (including a statement of account, a notice about your account or notice of a change to the terms and conditions of your account) to you in connection with your account personally, or by sending it by mail or, unless prohibited by law, by electronic methods. Each of these methods of delivery will be considered to constitute written notice.

For the purposes of providing such written notice, ANZ and Share Investing Limited will rely, as applicable, on your contact information as shown in ANZ's records. If you are a CMC Markets Customer, that may be the contact information of your Adviser.

Electronic methods used may include (but are not limited to) sending the document to your Electronic Address, or publishing the document on ANZ's website, Share Investing Limited's website, CMC Markets' website or in ANZ Internet Banking and giving you notice personally, or by sending the notice by mail or to your Electronic Address, when the document is available.

Where ANZ or Share Investing Limited sends you a document by mail, or sends notice to you by mail that a document has been published on ANZ's website, Share Investing Limited's website, CMC Markets' website or in ANZ Internet Banking, you are deemed to have received the document on the seventh day after mailing.

Where ANZ or Share Investing Limited gives a document to you by sending the document to your Electronic Address, or by sending a notice to your Electronic Address that the document has been published on ANZ's website, Share Investing Limited's website, CMC Markets' website or in ANZ Internet Banking, you are deemed to have received the document on the day after the day on which the document or notice reaches the service provider or the host of your Electronic Address.

For the purpose of these Terms and Conditions, 'Electronic Address' includes your email address or mobile telephone number as shown in ANZ's records, or a notification or message sent in ANZ Internet Banking or ANZ Mobile Banking.

SECTION 2. OPERATING YOUR ANZ CASH INVESTMENT ACCOUNT

2.1 AUTHORITY FOR ACCOUNT OPERATION

Except where expressly provided, ANZ can act at all times on the basis that each Authorised Representative and each other person who is authorised to operate your ANZ Cash Investment Account (including as described in Section 1.6) can act fully and effectively in providing instructions in respect of all dealings, matters and transactions in respect of your ANZ Cash Investment Account.

You are responsible to ANZ for all liability that is incurred as a result of operations on your ANZ Cash Investment Account.

If your account is held for the benefit of two or more persons then each of you is jointly and severally responsible to us for any liability.

2.2 DEPOSITS

After your ANZ Cash Investment Account has been opened, you can make deposits:

- by transferring funds, including by way of a BPAY® Payment¹, from another of your ANZ accounts using ANZ Phone Banking, ANZ Internet Banking or ANZ Mobile Banking (if this funds transfer functionality is available on your version of ANZ Mobile Banking);
- by arranging a periodical payment or other electronic transfer, including by way of a BPAY® Payment, from another of your accounts with us or another financial institution;
- by arranging an electronic transfer, including by way of a BPAY® Payment, from another person's account with us or another financial institution (eg by arranging to have your salary or other income (such as a family allowance or pension) paid directly to your account);
- by telegraphic transfer;
- by cheque sent to the relevant Service Centre (see the contact details at the back of this booklet); or
- in any other way we allow.

In processing deposits to your ANZ Cash Investment Account, we will rely on your account number only. We will not check the account name received with the deposit instructions.

Any deposits received from overseas in Australian dollars will take up to 30 days to clear.

Note: Dividends from financial products recorded in your Trading Account can be deposited into your ANZ Cash Investment Account with automated dividend direction (subject to this functionality being made available by the issuer of the financial products or its registry).

Any funds from the sale of financial products recorded in your Trading Account will be credited by CMC Markets to your ANZ Cash Investment Account.

¹ BPAY® Payment means a payment made via the BPAY® Payments service provided by BPAY Pty Ltd.

2.3 WITHDRAWING OR TRANSFERRING MONEY

When financial products are purchased on your behalf by CMC Markets, the funds for the purchase will be debited to your ANZ Cash Investment Account. Other funds required to be paid by you for dealings in financial products on your behalf by CMC Markets will also be debited to your account. Your account may also be debited for the purposes of paying any fees and charges due to CMC Markets under the Trading Terms and Conditions or associated Financial Services Guide, or (if you are a CMC Markets Customer) due to your Intermediary under the terms and conditions between you and the Intermediary. You authorise Share Investing Limited to authorise the debit of your ANZ Cash Investment Account to pay these amounts to CMC Markets, your Intermediary or other applicable person on your behalf.

When establishing your ANZ Cash Investment Account, you will be asked to nominate an account to which funds may be transferred from your ANZ Cash Investment Account. Unless we agree otherwise, the nominated account must be an account in the same name as your Trading Account and be with ANZ or another Australian or New Zealand financial institution.

As long as enough funds are available, you can withdraw funds from your ANZ Cash Investment Account by submitting a request to transfer the funds to your nominated account. Relevant taxes, duties and charges will be taken off the amount of the withdrawal or otherwise debited to your ANZ Cash Investment Account in accordance with Section 3.3.

You can submit the request online or (if you are a CMC Markets Customer) via the CMC Markets app or (if you are an ANZ Share Investing Customer) via the ANZ Share Investing app, other than in any case where your nominated account is with a New Zealand financial institution. You can also submit the request over the phone by contacting the relevant Service Centre (see the website and contact details at the back of this booklet). CMC Markets Customers can also ask their Adviser to submit the request on their behalf.

A withdrawal will generally be effective on the business day after your request is submitted, provided that it is submitted before 4pm Sydney time on a business day. However, where

your nominated account is not with ANZ, the funds may not be available in your nominated account until a later time, even though the funds have been debited to your ANZ Cash Investment Account.

If you are an ANZ Share Investing Customer and have access to ANZ Mobile Banking, you may use ANZ Mobile Banking to transfer funds from your ANZ Cash Investment Account to another account (if this funds transfer functionality is available on your version of ANZ Mobile Banking).

We may allow you to make withdrawals in other ways. If we do so, we can set further terms and conditions for those withdrawals.

Access to funds

We will take reasonable steps to make sure that you receive withdrawals to your nominated account within the time specified above, but will not be responsible for delays which are beyond our control.

Although funds deposited to your ANZ Cash Investment Account can be transferred on the same day as the deposit is effective, they may not immediately appear as part of your balance.

Pledge of funds prior to settlement

Under the Trading Terms and Conditions, CMC Markets or any other Authorised Representative may instruct ANZ to pledge funds in your ANZ Cash Investment Account to facilitate dealings in financial products on your behalf.

You will not be able to withdraw any funds that have been pledged for this purpose while the pledge continues to operate.

2.4 INTEREST RATE

Credit interest on ANZ Cash Investment Accounts is tiered. This means that the annual interest rate applicable to your account for a particular day will vary depending on the balance of your account on that day. If your account balance is above a certain level, we will pay a higher rate of interest on the whole balance.

The annual tiered credit interest rates at which interest accrues on the positive balance of your ANZ Cash Investment Account at a particular time are published on www.anz.com.

The daily interest rate is the applicable annual interest rate divided by 365.

We may make changes to the interest rates applicable to your ANZ Cash Investment Account in accordance with Section 2.11.

2.5 INTEREST PAYMENTS

Credit interest will accrue daily on the positive balance of your ANZ Cash Investment Account as at the end of the day at the applicable daily interest rate, as explained above.

We will credit interest to your account on the last business day of every month, or with such other frequency as determined by us in accordance with Section 2.11. The interest that is credited to your account on a particular day will not generally include the interest accrued in respect of that day.

When you close your account, we will generally pay any outstanding credit interest to you. We will also generally credit interest to your account on any date on which we change the frequency with which interest is credited to your account.

2.6 ACCOUNT STATEMENTS

We will provide you with a statement for your ANZ Cash Investment Account at least once every six months and more often (quarterly or monthly) if either you ask or we require. You should keep these statements for tax purposes.

You can ask for an audit certificate. You may have to pay a fee for this service.

You must carefully check your statements. If you think there are mistakes or unauthorised or disputed transactions shown on a statement, notify the relevant Service Centre or (if applicable) your Adviser as soon as possible.

2.7 PROCESSING OF WITHDRAWALS AND DEPOSITS GENERALLY

The date on which withdrawals and deposits are applied to your ANZ Cash Investment Account may differ, depending on the nature of the withdrawal or deposit. Deposits and other credits will not be treated as made until the date on which those deposits or other credits are applied to your account in the ordinary course of business. Generally, deposits and

withdrawals will be applied to your account on the date of processing but, in some cases, they may be applied as at a different date (referred to as the 'effective date').

Generally, and except as otherwise noted in these Terms and Conditions, the rules below will apply.

Any deposit made via ANZ Phone Banking, ANZ Internet Banking or ANZ Mobile Banking, and any withdrawal made via ANZ Mobile Banking, will be applied to your account effective on the date on which it is made.

You should allow three to seven working days for a cheque that you deposit to your account to clear. You can request a cheque that is deposited to your account to be cleared more quickly than usual by asking for a 'special clearance'.

You should note that the effective date at which a payment from your account is applied to your account may be different from the date on which it is processed as a payment to the payee. Generally, and except as otherwise noted in these terms and conditions, any payment made via ANZ Mobile Banking will be processed as a payment to the payee on the date on which it is made, provided the transaction is made before the following times on a business day:

- 8pm Melbourne time for funds transfers to a non-ANZ account in Australia;
- 9.30pm Melbourne time for international funds transfers; and
- 10.30pm Melbourne time for funds transfers to a linked ANZ credit card account.

Any relevant payment made after the applicable time on a business day, or at any time on a non-business day, may not be processed by us as a payment to the payee until the following business day.

2.8 ADJUSTMENTS TO YOUR ACCOUNT BALANCE

The date on which a transaction is processed to your ANZ Cash Investment Account may differ from the date on which the transaction occurred or is regarded as effective.

We may also subsequently adjust a debit or credit to your account so as to accurately reflect our and your legal obligations (for example, because of an error, a dishonour of a cheque or a resolution against you of a dispute).

In both circumstances, we may make consequential adjustments to the balance of your account, including with respect to accrued interest or interest that has already been credited or debited to your account.

For the purposes of making adjustments in respect of a particular transaction, we will recalculate the credit or debit interest that would have accrued on the adjusted balance of your account from the effective date of the relevant transaction. If the adjusted balance is in credit for any day from the effective date to the processing date (both inclusive), we will apply the credit interest rates and balance tiers and bands that apply to your account as at the processing date, to calculate any credit interest that accrues for that day. If the adjusted balance is in debit for any day from the effective date to the processing date (both inclusive), we will apply the debit interest rates that applied as at that day to calculate any debit interest that accrues for that day.

2.9 PAYMENT PROCEDURES

We may process transactions received by us on a particular day in any order we see fit. This means that the order of processing transactions on a day may vary from the order in which transactions are made on that day or are received by us on that day.

2.10 OVERDRAWING YOUR ACCOUNT

It is a condition of your ANZ Cash Investment Account that you do not overdraw your account. However, if a debit would mean your account is overdrawn, and both the debit and the account beneficiary satisfy our criteria for the Informal Overdraft facility, we may allow the debit to be processed using the Informal Overdraft facility. For example, we may allow a debit to be processed to facilitate the purchase of financial products through your Trading Account.

Debit interest charged

Debit interest will accrue daily on the overdrawn balance of your account as at the end of the day at the applicable daily interest rate.

The daily interest rate applicable to your Informal Overdraft facility will be the ANZ Retail Index Rate plus 2%, divided by the number of days in the year (usually 365, but 366 in a leap year). The ANZ Retail Index Rate is published on www.anz.com.

Accrued debit interest will be debited to your account on the last business day of each month, or with such other frequency as determined by us in accordance with Section 2.11. The interest that is debited to your account on a particular day will not include the debit interest accrued in respect of that day.

Repayment

Where you have obtained an Informal Overdraft, you must:

- immediately repay the amount of the Informal Overdraft, where it arises as a result of the purchase of financial products through your Trading Account; and
- repay in full the overdrawn balance of your account (including as a result of any subsequent Informal Overdrafts) by the day that is 7 days after the day on which the Informal Overdraft was debited to your account, or earlier upon demand by us or CMC Markets. The overdrawn amount may include any interest debited to your account during the relevant period in relation to any relevant Informal Overdraft.

Sale of financial products

Where you have obtained an Informal Overdraft in connection with the purchase of financial products through your Trading Account, and you do not repay the amount of the Informal Overdraft within two business days after the date on which you obtained it, you acknowledge and agree that:

- CMC Markets may sell any financial products recorded in your Trading Account and we may use the funds from the sale of those financial products to reduce the overdrawn balance of your account and any accrued debit interest that has not yet been debited to your account (whether or not the overdrawn balance or accrued debit interest relates to the Informal Overdraft obtained in connection with the purchase of financial products);
- the financial products to be sold and the timing of such sale is at CMC Markets' absolute discretion and CMC Markets is not obliged to wait for favourable market conditions before implementing such sale; and
- the sale of financial products will be at your risk and expense.

Any shortfall from the sale of the financial products by CMC Markets will remain a debt due by you to us, in respect of which you indemnify us and in relation to which this Section 2.10 will apply.

General

Other than the Informal Overdraft facility, we do not agree to provide any credit in respect of your account without prior written agreement.

If you want to avoid using the Informal Overdraft facility, you should ask us about other ways in which you can monitor the balance of your account.

You should tell us as soon as possible if you are in financial difficulty.

2.11 CHANGES TO FEES, CHARGES AND INTEREST

We may make changes to the terms and conditions of your account relating to fees, charges and interest, as set out in the table below. The table sets out how and when we will give you notice of such changes. In the table, a reference to notice in writing is to notice by any notification method allowed by these Terms and Conditions and a reference to notice by press advertisement is to notice by advertisement in a national newspaper or in two or more major metropolitan newspapers that in combination circulate generally in each State and Territory of Australia.

Type of change	Minimum number of days notice	Method of notice
Introduce a new fee or charge	30 days	In writing
Increase an existing fee or charge	30 days	In writing or by press advertisement
Change the method by which interest is calculated or the frequency with which interest is debited or credited	30 days	In writing

Type of change	Minimum number of days notice	Method of notice
Change the interest rate that applies to your account	Day of the change	In writing or by press advertisement
Change the name of interest rates, accounts or publications	Day of the change	In writing or by press advertisement

The rights mentioned above should be read as if they are each a separate right even though they are set out in the one table.

Despite this clause, we will always give you notice in accordance with any applicable laws or industry codes (such as the Code of Banking Practice), or any other terms and conditions applicable to your account, which require any minimum notice periods or specific methods of notification.

2.12 CHANGES TO OTHER TERMS AND CONDITIONS

ANZ may make any other change to the terms and conditions of your account, and Share Investing Limited may make any other changes to these Terms and Conditions relating to your relationship with Share Investing Limited in relation to your ANZ Cash Investment Account, by giving you reasonable notice of the change, which may include notice on the day the change takes effect if that is reasonable in the circumstances.

For example it will be reasonable in the circumstances to give notice on the day of the change if ANZ or Share Investing Limited (as applicable) reasonably considers the change:

- (i) has a neutral effect on your obligations;
- (ii) reduces your obligations; or
- (iii) is required to comply with any law,

but these examples do not limit the circumstances in which it may otherwise be reasonable.

ANZ and Share Investing Limited may give you notice of the change by any notification method allowed by these Terms and Conditions or by advertisement in a national newspaper

or in two or more major metropolitan newspapers that in combination circulate generally in each State and Territory of Australia.

Despite this clause, ANZ and Share Investing Limited will always give you notice in accordance with any applicable laws or industry codes (such as the Code of Banking Practice), or any other terms and conditions applicable to your account, which require any minimum notice periods or specific methods of notification.

2.13 TRANSFER OF RIGHTS

Each of us and Share Investing Limited may, without telling you or obtaining your consent:

- assign any of our or Share Investing Limited's rights (as applicable) under the terms and conditions of your account; and
- give information about the terms and conditions of your account and your obligations under it to any assignee of our or Share Investing Limited's rights (as applicable) under those terms and conditions, or anyone who is considering becoming an assignee.

2.14 INACTIVE ACCOUNTS

If no deposit or withdrawal (other than the credit of interest or the debit of bank or government fees or charges) has been made on your ANZ Cash Investment Account for seven years, we will be entitled to close your account without further notice.

If your account balance is \$500 or more, we may be required by law to send your money to the Government as unclaimed money. While you can reclaim your money at any time, we suggest you operate your account regularly to avoid this inconvenience.

2.15 DISRUPTION TO SERVICE

Please allow sufficient time when planning transactions. You should bear in mind that occasionally a banking service may be disrupted. A 'disruption' is where a service is temporarily unavailable or where a system or equipment fails to function in a normal or satisfactory manner. We will correct any incorrect entry which is made in your account as a result of a disruption and will adjust any fees or charges which have been applied as a result of that incorrect entry. To the maximum extent

permitted by law, we will not be liable for any loss or damage, including consequential loss or damage, suffered because of a disruption.

This disclaimer of liability does not apply to electronic banking transactions (see the applicable conditions for those transactions). This disclaimer is in addition to, and does not restrict, any other provisions contained in these Terms and Conditions which limits our liability.

2.16 INDEMNITY

Each account beneficiary and signatory discharges and indemnifies ANZ and Share Investing Limited from and against all actions, proceedings, accounts, claims, demands, losses and damages arising from or in any way relating to ANZ or Share Investing Limited in good faith:

- acting on instructions received by mail or electronic means (whether by facsimile, telephone or internet) which are, or are purported to be, given or signed by the account beneficiary, an Authorised Representative or any other person authorised to operate your ANZ Cash Investment Account or, in the case of joint account beneficiaries, by any of them; and
- releasing information about an account beneficiary or the account to any Authorised Representative or other person authorised to operate the account.

2.17 ANTI-MONEY LAUNDERING AND SANCTIONS

In this section, 'we', 'us' and 'our' refer to either or both of ANZ and Share Investing Limited.

You agree that we may delay, block or refuse to process any transaction without incurring any liability if we suspect that the transaction:

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

You must give us all the information we reasonably need to manage anti-money laundering, or counter-terrorism financing and economic and trade sanctions risk or to comply with any law in Australia or any other country.

You agree that we may give any information about you to:

- any law enforcement, regulatory agency or court if we must do this under any law or regulation in Australia or elsewhere; and
- any correspondent (or agent) bank we use to make the payment for the purpose of compliance with any law or regulation.

Unless you have told us that you are a trustee of the account or are acting on behalf of someone else, you warrant that you are acting on your own behalf in entering into this agreement.

You declare and undertake to us that the processing of any transaction by us in accordance with your instructions or the instructions of any person authorised to operate your ANZ Cash Investment Account will not breach any law or regulation in Australia or any other country.

2.18 NO DEALING IN ACCOUNT

Your rights in respect of your ANZ Cash Investment Account are personal to you, and despite anything in these Terms and Conditions, a purported dealing by you in relation to those rights (including by way of assignment, transfer, mortgage, charge, security interest, declaration of trust or otherwise) will not be effective to give anybody other than you any right or interest in your account as against ANZ or Share Investing Limited.

SECTION 3. FEES AND CHARGES

3.1 BANK FEES AND CHARGES

- (a) We reserve the right to charge your ANZ Cash Investment Account with fees and charges for the provision and operation of the account.
- (b) Other general fees and charges may also apply to your account for other services or account activity. For information about those other fees and charges, please

refer to the 'ANZ Personal Banking General Fees and Charges' booklet, which is available from any ANZ branch or on-line at www.anz.com

- (c) If we fail to collect a fee to which we are entitled, this does not remove our right to collect the fee at a later date, or for future transactions of the same nature.

3.2 GOVERNMENT CHARGES

Any Government charges or duties you must pay for using your ANZ Cash Investment Account will be taken straight from your account and shown on your account statement. These charges may vary according to State or Territory.

Government charges will be deducted on the last business day of every month.

For further information about any applicable Government charges, please visit any ANZ branch or call the ANZ Contact Centre.

3.3 CMC MARKETS' AND INTERMEDIARY'S FEES AND CHARGES

CMC Markets may impose fees and charges for services or activity relating to your Trading Account or ANZ Cash Investment Account. Please refer to the Trading Terms and Conditions and associated Financial Services Guide issued by CMC Markets. If you are a CMC Markets Customer, your Intermediary may also impose fees and charges for activity relating to your CMC Markets Trading Account or ANZ Cash Investment Account. Please refer to the terms and conditions between you and the Intermediary, including the associated Financial Services Guide.

Your ANZ Cash Investment Account may be debited for the purposes of paying any of those fees and charges.

SECTION 4. DISCLOSURES

4.1 MONITORING ENQUIRIES AND TRANSACTIONS

ANZ and Share Investing Limited may, at their discretion, monitor and/or record enquires made over the telephone. This is done for quality, verification, security and training purposes.

4.2 PRIVACY AND CONFIDENTIALITY

In this section, 'we', 'us' and 'our' refer to either or both of ANZ and Share Investing Limited.

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

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

Collection, use and disclosure of information

We may use and disclose the information we collect about you for the following purposes:

- to assist in providing information about a product or service;
- to consider your request for a product or service;
- to enable us to provide a product or service;
- to tell you about other products or services that may be of interest to you;
- to assist in arrangements with other organisations (such as loyalty partners) in relation to the promotion or provision of a product or service;
- to manage accounts and perform other administrative and operational tasks (including risk management, systems development and testing, credit scoring, staff training, collecting debts and market or customer satisfaction research);
- to consider any concerns or complaints you raise against us and/or to manage any legal action involving us;
- to identify, prevent or investigate any fraud, unlawful activity or misconduct (or suspected fraud, unlawful activity or misconduct);
- to identify you or establish your tax status under any Australian or foreign legislation, regulation or treaty or pursuant to an agreement with any tax authority; and
- as required by relevant laws, regulations, codes of practice and external payment systems.

Absence of relevant information

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

Information required by law etc.

We may be required by relevant laws to collect certain information from you. Details of laws that require us to collect information about individuals (personal information) and why these laws require us to collect personal information are contained in ANZ's Privacy Policy and at www.anz.com/privacy

Providing your information to others

We may provide your information to:

- any of our related entities which may use the information to: carry out our functions and activities; promote its own products and services; assess your application for one of its products or services; manage your product or service; perform administrative and operational tasks (including debt recovery); or comply with regulatory requirements and prudential standards;
- an organisation that is in an arrangement with us to jointly offer products and/or has an alliance with us to share information for marketing purposes (and any of its outsourced service providers or agents), to enable them or us to: provide you with products or services; and/or promote a product or service;
- any agent, contractor or service provider we engage to carry out or assist our functions and activities (for example, mailing houses or debt collection agencies);
- an organisation that assists us to identify, prevent or investigate fraud, unlawful activity or misconduct;
- regulatory bodies, government agencies, law enforcement bodies and courts;
- other parties we are authorised or required by law or court/tribunal order to disclose information to;
- participants in the payments system (including payment organisations and merchants) and other financial institutions (such as banks);
- other credit providers;
- mortgage insurers and any reinsurer of any such mortgage insurer;
- your guarantors (and intending guarantors) and any person who has provided security for your loan;
- any person who introduces you to us;
- your referee(s);
- your employer;

- your joint borrower(s) or account holder(s); and
- your adviser; your authorised agents; your executor, administrator or trustee in bankruptcy; your legal representative; your attorney; or anyone acting for you in connection with your account.

If you do not want us to tell you about products or services, phone ANZ's Contact Centre to withdraw your consent.

We may disclose information to recipients (including service providers and our related entities) which are (1) located outside Australia and/or (2) not established in or do not carry on business in Australia. You can find details about the location of these recipients in ANZ's Privacy Policy and at www.anz.com/privacy

Credit Reporting

We may also disclose personal information, including information about your other credit liabilities, repayments and defaults, to credit reporting bodies. We may also collect this information from credit reporting bodies. Information about credit reporting, including the name and contact details of these credit reporting bodies, when we may disclose your personal information to them to include in a report about your credit worthiness, and how you can request credit reporting bodies not use your information in certain circumstances, is available at www.anz.com/privacy

If you would like a hard copy of this information, please call ANZ's Contact Centre or visit any ANZ branch for a copy of ANZ's Privacy Policy.

ANZ's Privacy Policy

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

- the circumstances in which we may collect personal information from other sources (including from a third party);
- how to access personal information and seek correction of personal information; and
- how you can raise concerns that we have breached the Privacy Act or an applicable code and how we will deal with those matters.

Collecting sensitive information

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

Personal information you provide about someone else

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

SECTION 5. COMPLIMENTS, SUGGESTIONS AND COMPLAINTS

5.1 WE VALUE YOUR FEEDBACK

We are committed to ensuring our products and services meet your expectations and value your feedback regarding our performance. If you would like to compliment members of our team, or you have a suggestion on how we can improve, please tell us. Perhaps we have made a mistake, or our service hasn't met your expectations. Whatever the reason, we want you to let us know.

5.2 PROVIDING FEEDBACK

Step 1 Service Centre

CMC Markets Customers are encouraged to contact their Adviser in the first instance regarding complaints or feedback in relation to their ANZ Cash Investment Account. Your Adviser will be able to pursue the matter on your behalf.

The relevant Service Centre is the first point of contact for raising complaints or providing feedback in relation to your ANZ Cash Investment Account. They will do their best to help resolve any issues you may have, including as necessary by referring the matter to the ANZ Contact Centre. The relevant Service Centre can be contacted using the contact details at the back of this booklet.

Step 2 Complaint Resolution Centre

If you are not satisfied with the response to your complaint or feedback in relation to your ANZ Cash Investment Account, you can contact ANZ's Complaint Resolution Centre. Our specialists will work closely with you to resolve any complaint you may have quickly and amicably. If you have a compliment or suggestion, they will ensure your feedback is shared with the relevant teams.

- **Phone:** 1800 805 154 (8am - 7pm Melbourne time, weekdays excluding national public holidays)
- **Email:** yourfeedback@anz.com
- **Mail:** ANZ Complaint Resolution Centre
Locked Bag 4050, South Melbourne VIC 3205
- **Online:**
 - Visit www.anz.com
 - Select 'Complaints and compliments' under 'Find out more'
 - Select 'Lodge your feedback online'

5.3 FURTHER HELP

If you are not satisfied with the resolution offered by our Complaint Resolution Centre, you can have your complaint reviewed free of charge, by:

- our Customer Advocate; or
- the Financial Ombudsman Service Australia or (once it commences operations) its successor the Australian Financial Complaints Authority, each of which is an external dispute resolution scheme.

Our Customer Advocate

Our Customer Advocate provides an impartial review to help you reach an outcome that is fair to both you and us.

- **Phone:** +61 3 8654 1000
- **Mail:** ANZ Customer Advocate
Level 6/833 Collins St, Docklands VIC 3008
- **Email:** customeradvocate@anz.com

Financial Ombudsman Service Australia (FOS) / Australian Financial Complaints Authority (AFCA)

The Financial Ombudsman Service Australia (FOS) and (once it commences operations) its successor the Australian Financial Complaints Authority (AFCA) are designed to offer fair, independent and accessible dispute resolution for consumers who are unable to resolve complaints directly with their financial services provider. Before FOS or AFCA can investigate your complaint, you are generally required to have first provided us with the opportunity to resolve it. In most cases you have two years to lodge a dispute once you have received a final outcome from us.

The contact details of FOS are as follows:

- **Phone:** 1800 367 287 (1800 FOS AUS)
- **Mail:** Financial Ombudsman Service Australia
GPO Box 3, Melbourne VIC 3001
- **Email:** info@fos.org.au
- **Website:** www.fos.org.au

SECTION 6. OTHER THINGS YOU NEED TO KNOW

6.1 CHANGE OF NAME AND ADDRESS BY SIGNATORIES

ANZ and Share Investing Limited will not be responsible for any errors or losses associated with changes to details where ANZ or Share Investing Limited (as applicable) has not received prior notice.

6.2 CLOSURE OF YOUR ANZ CASH INVESTMENT ACCOUNT BY YOU

If you wish to close your ANZ Cash Investment Account, please contact the relevant Service Centre or (if you are a CMC Markets Customer) speak to your Adviser.

If your account is in credit when you close it, we will pay you the balance, including any accrued credit interest, less any fees and charges that apply. If any amounts deposited to your account have not cleared at the time you close the account, we will not release those amounts until they have cleared.

If your account is in debit, you must pay, or make arrangements satisfactory to us for the payment of, the outstanding balance plus any accrued debit interest, fees and other charges (including contingent fees and charges) that apply at the time, before we will close your account.

6.3 CLOSURE OF YOUR TRADING ACCOUNT

In the event that your Trading Account is closed, your ANZ Cash Investment Account will be closed on the terms set out in Section 6.2.

6.4 CLOSURE OR BLOCKING OF YOUR ANZ CASH INVESTMENT ACCOUNT BY US

We may close your ANZ Cash Investment Account if we think that you have not used it appropriately or for any other reason we consider appropriate. If we intend to close your account on this basis, we will give you notice in writing. However, we will not give you prior notice before closing your account if we consider that immediate closure is necessary to protect us or you from suffering financial loss (for example, as a result of suspected fraudulent activity on the account).

If we close your ANZ Cash Investment Account, the provisions of Section 6.2 will apply.

We may block access to your ANZ Cash Investment Account, and prevent all or specific transactions from being processed to your account, without notice where we consider this necessary to protect us or you from suffering financial loss (for example, as a result of suspected fraudulent activity on the account).

6.5 FINANCIAL CLAIMS SCHEME

You may be entitled to payment under the Federal Government's Financial Claims Scheme. Payments under the Financial Claims Scheme are subject to a limit for each depositor. Information about the Financial Claims Scheme can be obtained from <http://www.fcs.gov.au>.

SECTION 7. DEFINITIONS

In these Terms and Conditions:

'Adviser' means your Intermediary or any individual appointed to act as a representative of your Intermediary in relation to your CMC Markets Trading Account.

'ANZ', 'we', 'us' and 'our' refer to Australia and New Zealand Banking Group Limited ABN 11 005 357 522 Australian Financial Services Licence Number 234527.

'ANZ Mobile Banking' means each of the ANZ App, ANZ goMoney and Grow by ANZ (and any ANZ mobile banking application that succeeds or replaces any of those applications).

'ANZ Share Investing Trading Account' means a financial products trading account with CMC Markets that is established through the ANZ Share Investing service provided by CMC Markets. You are an **'ANZ Share Investing Customer'** if you hold an ANZ Share Investing Trading Account.

'ANZ Share Investing Trading Terms and Conditions' means the terms and conditions issued by CMC Markets governing your ANZ Share Investing Trading Account from time to time.

'Authorised Representative' means CMC Markets and any other company, partnership or individual appointed as an Authorised Representative (and whose appointment has not been revoked) in accordance with these Terms and Conditions.

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

'CMC Markets' means CMC Markets Stockbroking Limited ABN 69 081 002 851.

'CMC Markets Trading Account' means a financial products trading account with CMC Markets that is established through an Intermediary. You are a **'CMC Markets Customer'** if you hold a CMC Markets Trading Account.

'CMC Markets Trading Terms and Conditions' means the terms and conditions issued by CMC Markets governing your CMC Markets Trading Account from time to time.

'Informal Overdraft' means an amount advanced to you under, or that is otherwise debited to your ANZ Cash Investment Account pursuant to, the Informal Overdraft facility.

'Informal Overdraft facility' means the informal short-term credit facility we provide to you when a debit to your ANZ Cash Investment Account would mean your account is overdrawn, and you and the debit satisfy our criteria for the informal short-term credit facility or we otherwise allow the debit to be processed to your account.

'Intermediary' means a person or entity approved by CMC Markets for the purposes of establishing and operating a CMC Markets Trading Account.

'nominated account' means the account nominated by you when establishing your ANZ Cash Investment Account, to which funds may be transferred from your ANZ Cash Investment Account.

'Share Investing Limited' means Share Investing Limited ABN 93 078 1 74 973.

'Trading Account' means an ANZ Share Investing Trading Account or a CMC Markets Trading Account, as applicable.

'Trading Terms and Conditions' means the ANZ Share Investing Trading Terms and Conditions or the CMC Markets Trading Terms and Conditions, as applicable.

'you' means the holder (or, if applicable, each holder) of the Trading Account that is linked to the relevant ANZ Cash Investment Account.

SECTION 8. ELECTRONIC BANKING CONDITIONS OF USE

ANZ warrants that it will comply with the requirements of the ePayments Code.

This section applies to payment, funds transfer and cash withdrawal transactions that are:

- (a) initiated using electronic equipment; and
- (b) not intended to be authenticated by comparing a manual signature with a specimen signature.

This section does not apply in respect of electronic equipment or facilities operated by or on behalf of CMC Markets (such as the CMC Markets app).

Unless the account services are provided or referred to you by ANZ, ANZ does not authorise, promote or endorse the use of account services offered by third parties to access your ANZ accounts (including account aggregation services, such as may be provided by other financial institutions).

Definitions

'ANZ Business Day' means any day from Monday to Friday on which ANZ is open for business in at least one of its branch locations in Australia.

'ANZ Mobile Banking' means each of the ANZ App, ANZ goMoney and Grow by ANZ (and any ANZ mobile banking application that succeeds or replaces any of those applications).

'Authorised Deposit-taking Institution' has the meaning given to that term in the Banking Act 1959 (Cth).

'Banking Business Day' means any day from Monday to Friday that is not a national public holiday.

'CRN' means the Customer Registration Number issued by ANZ to you.

'PIN' means Personal Identification Number.

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

'Security Requirement' has the meaning given to that term in this section.

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

'Transaction' means a transaction to which the ePayments Code applies.

'User' means you or an individual who is authorised to use an account.

Transaction limits

ANZ may limit the amount of any electronic transaction you can make over certain periods (e.g. during any day or in a single transaction).

ANZ may change any transaction limit or impose new transaction limits by giving you notice. You can find out current transaction limits for your accounts by phoning ANZ on 13 13 14.

How you can use ANZ Internet Banking

You can use ANZ Internet Banking to make transactions on your linked accounts, as set out in your account terms and conditions. You can also use ANZ Internet Banking to purchase and order a range of financial services and products. You can get more details by visiting the website at www.anz.com.

Fees and Charges for ANZ Mobile Banking

ANZ reserves the right to charge an account nominated by you with fees and charges for the provision of ANZ Mobile Banking. The fees and charges applicable to ANZ Mobile Banking are those shown on www.anz.com and may vary from time to time.

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

Processing instructions – general

The account holder authorises ANZ to act on the instructions you enter into electronic equipment.

Any electronic transaction made by you cannot be cancelled, altered or changed by you unless allowed by the applicable terms and conditions or this section.

ANZ may delay acting on or may ask you for further information before acting on an instruction. Where ANZ has instructions for more than one payment from your account(s), ANZ will determine the order of priority in which payments are made.

If you make a deposit of funds to an account by making an electronic transaction and there is a difference between the amount recorded as having been deposited and the amount ANZ receives, the account holder will be notified of the difference as soon as possible and will be advised of the actual amount which has been credited to the account.

ANZ may notify you of any electronic transactions (instructions for which are received through ANZ Mobile Banking) it is unable to process.

An immediate transfer cannot be revoked or stopped once ANZ receives your instruction. You should ensure that all information you provide in relation to the payment is correct.

Processing instructions – ANZ Phone Banking, ANZ Internet Banking and ANZ Mobile Banking

Any ANZ Phone Banking, ANZ Internet Banking and ANZ Mobile Banking transactions (other than a BPAY® Payment) will generally be processed to your account on the same day ANZ receives your instructions, if given before 10.00pm Melbourne time Monday to Friday (except national public holidays). Any transaction made after this time may be processed on the following ANZ Business Day.

Account information accessed using ANZ Phone Banking, ANZ Internet Banking and ANZ Mobile Banking will generally reflect the position of the account at that time, except for transactions not yet processed by ANZ (including uncleared cheques and unprocessed credit card transactions) or cleared cheques and direct debits processed by ANZ that day.

Short Message Service (SMS)

By registering for ANZ Mobile Banking, you agree that we may send SMS messages to your nominated mobile phone. ANZ is not liable for any loss or damage you suffer as a result of any person other than you accessing those SMS messages.

Withdrawal of electronic access

ANZ may withdraw your electronic access to accounts without prior notice if:

- electronic equipment malfunctions or is otherwise unavailable for use;
- any one of the accounts is overdrawn (other than by use of the Informal Overdraft facility, if any) or will become overdrawn, or is otherwise considered out of order by ANZ;
- ANZ believes your access to accounts through electronic equipment may cause loss to the account holder or to ANZ;
- ANZ believes that the quality or security of your electronic access process or ANZ's systems may have been compromised;
- all the accounts which you may access using ANZ Phone Banking or ANZ Internet Banking have been closed or are inactive or the account you have nominated for ANZ Mobile Banking fees and charges to be charged to is closed;
- ANZ suspects you of being fraudulent or engaging in inappropriate behaviour unless the withdrawal is prohibited by law.

ANZ may at any time change the types of accounts that may be operated, or the types of electronic transactions that may be made through particular electronic equipment.

Password, PIN and Telecode Security

Users must keep their passwords, PINs and Telecodes secure. Failure to do so may increase your liability for any loss.

Warning: A user must not use their birth date or an alphabetical Telecode which is a recognisable part of their name as a password, PIN or Telecode, or select a Telecode which has sequential numbers, for example, '12345' or where all numbers are the same, for example, '11111'. If the user does, you may be liable for any loss suffered from an unauthorised transaction.

A user must not:

- voluntarily disclose any of their passwords, PINs or Telecodes to anyone, including a family member or friend;
- keep a written record of all passwords, PINs or Telecodes required to perform transactions on one or more articles liable to be lost or stolen at the same time, without making a reasonable attempt to protect the security of the passwords, PINs or Telecodes;
- select a numeric password, PIN or Telecode that represents their birth date, or an alphabetical password, PIN or Telecode that is a recognisable part of their name;
- otherwise act with extreme carelessness in failing to protect the security of all passwords, PINs or Telecodes, (each a 'Security Requirement').

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

To assist you, ANZ publishes security guidelines. A copy of the current guidelines is available at www.anz.com.

Additional authentication requirements

To help protect the security of your account, ANZ may require you to comply with additional authentication requirements before processing a transaction (for example, by requiring you to enter a security code sent to your mobile before processing a withdrawal). ANZ will decide in its discretion which transactions require additional authentication. If you are unable to comply with an authentication request or if the system through which the authentication is done malfunctions or is unavailable for any reason, ANZ may not be able to process a transaction. In this instance, you can contact ANZ for assistance.

Unauthorised transactions

The following provisions apply to unauthorised transactions.

The provisions do not apply to a transaction performed by a user or by anyone who performs a transaction with the knowledge and consent of a user.

(a) When ANZ is liable

ANZ will be liable for losses incurred by the account holder that:

- are caused by the fraudulent or negligent conduct of ANZ's employees or agents or third parties involved in networking arrangements, or of merchants or their agents or employees;
- are caused by an account number, password, PIN or Telecode which is forged, faulty, expired or cancelled;
- are caused by a transaction that requires the use of any password, PIN or Telecode that occurred before the user received or selected the password, PIN or Telecode (including a reissued password, PIN or Telecode);
- are caused by a transaction being incorrectly debited a second or subsequent times to the same account;
- an unauthorised transaction that occurs after you have notified ANZ that the security of a password, PIN or Telecode has been breached;
- arises from an unauthorised transaction that can be made using an account number without a password, PIN or Telecode or card;

- arise from an unauthorised transaction if it is clear that a user has not contributed to the losses; or
- occur while ANZ's process for reporting unauthorised transactions or breach of a Security Requirement is unavailable, provided that a report is made within a reasonable time of the process again becoming generally available.

(b) When the account holder is liable

If ANZ can prove on the balance of probability that a user contributed to the loss arising from an unauthorised transaction through fraud or through breaching a Security Requirement:

- the account holder is liable in full for the actual losses that occur before ANZ is notified of breach of a Security Requirement, but
- the account holder will not be liable for a portion of the losses:
 - incurred on any one day that exceed any applicable daily transaction limit;
 - incurred in any period that exceed any applicable periodic transaction limit;
 - that exceed the balance of the account, including any pre arranged credit; or
 - incurred on any account that ANZ and the account holder had not agreed could be accessed account number and/or password, PIN or Telecode used to perform the transaction.

Where:

- more than one password, PIN or Telecode is required to perform a transaction, and
- ANZ can prove that a user breached a Security Requirement for one or more (but not all) of the required passwords, PINs or Telecodes, the account holder will only be liable if ANZ can also prove that on the balance of probability that the breach of the Security Requirement was more than 50% responsible for the losses, when assessed together with all the contributing causes.

If ANZ can prove, on the balance of probability that a user contributed to the losses resulting from an unauthorised transaction by unreasonably delaying reporting the a breach of a Security Requirement, the account holder will be liable for the actual losses that occur between:

- the time when the user became aware of the security compromise; and
- the time ANZ was notified of the security compromise, however, the account holder will not be liable for that portion of the losses:
 - incurred on any one day that exceeds any applicable daily transaction limit;
 - incurred in any period that exceeds any applicable periodic transaction limit;
 - that exceeds the balance on the account, including any pre arranged credit; or
 - incurred on any account that we and the account holder had not agreed could be accessed using the passwords, PIN or Telecode used to perform the transaction.

If it is not clear whether a user has contributed to the loss caused by an unauthorised transaction and where a password, PIN or Telecode was required to perform the unauthorised transaction, the account holder is liable for the least of:

- \$150 or a lower figure determined by ANZ;
- the balance of the account or accounts (including any prearranged credit) from which ANZ and the account holder have agreed could be accessed using the password, PIN or Telecode; or
- the actual loss at the time ANZ is notified of the breach of a Security Requirement (but not that portion of the loss incurred on any one day* which is greater than the daily transaction limit or other periodic transaction limit (if any)).

* A day begins at 12.00 am (Melbourne time) and ends at 11.59pm (Melbourne time) on the same day. If you are not in the same time zone as Melbourne, please check <http://www.australia.gov.au>.

Equipment malfunction

ANZ is responsible to the account holder for any loss caused by the failure of a system or equipment to complete a transaction that was accepted in accordance with your instructions.

However, if you were aware or should reasonably have been aware that the system or equipment was unavailable for use or malfunctioning, ANZ's responsibility will be limited to correcting errors in the account and refunding any charges or fees imposed as a result.

You are solely responsible for your own computer and mobile phone anti-virus and security measures, and those of any authorised user, to help prevent unauthorised access via ANZ Internet Banking or ANZ Mobile Banking to your transactions and linked accounts.

CONTACT DETAILS

The postal addresses and other contact details below are subject to change from time to time and do not form part of the terms and conditions for your ANZ Cash Investment Account. You can check the relevant website for the latest information.

ANZ SHARE INVESTING CUSTOMERS

ANZ Share Investing Service Centre

Postal address:

GPO Box 5351
Sydney NSW 2001

Phone:

1300 658 355

Website:

www.shareinvesting.anz.com

CMC MARKETS CUSTOMERS

CMC Markets Customers are encouraged to contact their Adviser in the first instance regarding enquiries in relation to their ANZ Cash Investment Account. Your Adviser will be able to pursue the enquiry on your behalf or direct you appropriately.

The CMC Markets Service Centre can also be contacted via the details below.

CMC Markets Service Centre

Postal address:

GPO Box 5351
Sydney NSW 2001

Phone:

1300 557 561

Website

www.cmcmarkets.com

GENERAL

ANZ Contact Centre

13 13 14

+61 3 9683 9999 (international customers)

Hearing and Speech impaired customers can utilise the TTY (telephone typewriter) service by calling 1300 366 255

ANZ Internet Banking

13 33 50

+61 3 9683 8833 (international customers)

Website

www.anz.com

