

ANZ eMATCHING TERMS OF USE OF SYSTEM

AUSTRALIA AND NEW ZEALAND BANKING GROUP
LIMITED (ABN 11 005 357 522)
LEVEL 5, 100 QUEEN STREET
MELBOURNE VICTORIA 3000

NOVEMBER 2016



ANZ eMATCHING TERMS OF USE OF SYSTEM

1. ACCESSING ANZ eMATCHING

- 1.1. We will make available to you a service known as “ANZ eMatching” in order to facilitate electronic confirmation of Transactions.
- 1.2. ANZ eMatching services will be supplied through the ANZ Website or any other electronic link which we may designate from time to time.
- 1.3. We will provide you with instructions for the operation and use of ANZ eMatching and you agree to use ANZ eMatching strictly in accordance with these instructions and this agreement.
- 1.4. We may act on and process all Electronic Instructions issued or transmitted through ANZ eMatching using the password, encryption keys or other access procedures and security information referable to you without your further consent, reference or notice.
- 1.5. We may treat such Electronic Instructions as authentic and we are under no obligation to investigate the authenticity or authority of persons issuing or transmitting such Electronic Instructions or verify the accuracy and completeness of such Electronic Instructions.
- 1.6. We will provide you with the instructions for use of ANZ eMatching referred to above on receipt from you of any information that we require to enable you to use ANZ eMatching.

2. eMATCHING AVAILABILITY

- 2.1. We maintain and test ANZ eMatching and endeavour to provide a reliable service. However, electronic services are subject to interruption or breakdown for a variety of reasons due to circumstances outside ANZ’s reasonable control. Access to and use of ANZ eMatching is offered on an “as is, as available basis” only. You acknowledge that, to the extent permitted by law, we are not liable to you in any way for any loss or damage arising directly or indirectly in connection with use of the ANZ eMatching service, including in relation to the transmission of an Electronic Instruction through ANZ eMatching or any delay or failure to receive an Electronic Instruction for whatever reason, excluding loss or damage arising directly from the negligence or fraud of us, our officers or our employees. If ANZ eMatching is unavailable when required, please contact our Markets Operations Manager – External Validation (Confirmations) on (+613) 8655 3232 for options and assistance to confirm a transaction via another method or regarding any concerns.

3. CONFIRMATION OF A TRANSACTION ENTERED INTO USING ANZ eMATCHING

- 3.1. Once a Transaction has been entered between you and ANZ, we will enter the details into ANZ eMatching and will send you an email advising that there is a Transaction for you to view in ANZ eMatching.

- 3.2. The existence of a binding Transaction is not conditional on a Confirmation being provided to you by ANZ through ANZ eMatching. Accordingly, your failure to receive an electronic confirmation of the Transaction through E-Matching does not invalidate or otherwise prejudice the existence of a Transaction.
- 3.3. The terms of any Confirmation provided through ANZ eMatching are subject to the applicable Master Agreement.
- 3.4. You must notify our Markets Operations Manager – External Validation (Confirmations) on (+613) 8655 3232 if you do not receive an electronic confirmation within 1 business day of the date on which you entered a Transaction.

4. RESTRICTIONS ON ANZ eMATCHING

- 4.1. We may impose specific limits and restrictions on your use of ANZ eMatching and we may alter or, withdraw ANZ eMatching on a permanent basis at any time. We will give you 30 days’ (or such shorter period as the specific circumstances may reasonably require) prior notice of such action and will endeavour to provide a comparable replacement service as soon as reasonably practicable.

5. SECURITY

- 5.1. You must ensure that all passwords, encryption keys or other access procedures and security information for the use of ANZ eMatching are kept completely secure and confidential and are used in accordance with any instructions we provide. You agree to notify us immediately if you suspect that the security of any such access procedure or security information may have been compromised or any unauthorised use may have occurred. Despite this, you remain liable for all Transactions that are processed by us before such notification.
- 5.2. You acknowledge that we are not responsible for any breach by you of clause 5.1 or any loss or damage you incur arising from the interception of any instructions or information transmitted by or to you via ANZ eMatching or any unauthorised use of ANZ eMatching by persons purporting to act on your behalf, unless directly caused by our gross negligence or wilful misconduct.
- 5.3. Both ANZ and you must take all reasonable steps to ensure the integrity and proper operation of all of their respective security procedures.
- 5.4. Both ANZ eMatching and the ANZ Website have numerous security features. However, these are in addition to and do not reduce or otherwise limit your level of reliance on your own internal risk controls to prevent unauthorised or incorrect instructions or information being sent to ANZ.

ANZ eMATCHING TERMS OF USE OF SYSTEM

6. LIABILITY & INDEMNITY

- 6.1. To the extent required by law, ANZ, its directors, officers, employees, contractors and agents will not be liable for any loss or damage that you suffer in connection with this agreement and your use of ANZ eMatching excluding loss or damage arising directly from the gross negligence or wilful misconduct of ANZ, its directors, officers, employees, contractors or agents.
- 6.2. No party is liable to any other party for any Indirect Loss.
- 6.3. You agree to indemnify ANZ, its directors, officers, employees, contractors and agents from, and make good, all and any losses, damages, claims, liabilities and expenses (including legal fees on a full indemnity basis) reasonably incurred by it in connection with:
- (a) any claim by any person to the extent that such claim arises in connection with, or is caused by a breach of, these eMatching Terms and;
 - (b) any acts or omissions by you or your employees or agents in connection with accessing or using ANZ eMatching,

except to the extent that such losses, damages, claims, liabilities and expenses arise from ANZ's or its directors', officers', employees', contractors' or agents' negligence or wilful misconduct.

7. USE OF DATA

- 7.1. You acknowledge that our information systems will record and track your use of ANZ eMatching. You acknowledge that, unless you notify us otherwise, we or any of our branches or offices in any jurisdiction may use such information for our internal business purposes and the internal business purposes of our related corporations including but not limited to:
- (a) providing you with information about products and services that may be of interest to you; and
 - (b) enhancing the services offered through ANZ eMatching to you.
- 7.2. You acknowledge that we may disclose information supplied by you to third parties provided that we will only disclose such information to third parties:
- (a) in general terms where you cannot be specifically identified; or
 - (b) where we have given you notification of the intended disclosure and you have not objected to that disclosure; or
 - (c) where we believe disclosure is reasonably necessary to assist a law enforcement agency or an agency responsible for national security in the performance of their functions; or

- (d) where we are authorised, required or permitted by law to disclose the information.

8. ANZ WEBSITE TERMS FORM PART OF AGREEMENT

- 8.1. All Transactions entered into using ANZ eMatching are entered into on the basis that this agreement will be deemed to include, where the ANZ Website is used, the ANZ Website Terms of Use and Privacy and Security Statement as amended from time to time, and such agreements together will be deemed to form a single agreement between you and us. If there is any inconsistency between the ANZ Website Terms of Use and Privacy and Security Statement (which can be found at www.anz.com) on the one hand and the terms of this agreement on the other, then the terms of this agreement will prevail to the extent of the inconsistency.

9. USERS

- 9.1. You must:
- (a) appoint various trusted individuals to be your Users; and
 - (b) establish and comply with suitable internal management rules for the operation of, use and review of the use of the ANZ eMatching service, including any audit material; and
 - (c) establish Permissions which reflect your internal authorisation requirements and take account of any potential risk of fraud; and
 - (d) monitor the use of the ANZ eMatching service and the use of Access Methods (as defined below); and
 - (e) not use ANZ eMatching for any purpose other than to access the ANZ eMatching service; and
 - (f) only use the ANZ eMatching service for your own confidential internal use and for the purpose expressly set out in this document and, in particular, you must not:
 - (i) grant any third party access to the ANZ eMatching service; or
 - (ii) operate the ANZ eMatching service on behalf of, or for the benefit of, any third party,except to the extent expressly agreed by ANZ; and
 - (g) acquire, maintain and operate all equipment and other facilities required for your use of the ANZ eMatching service; and
 - (h) comply with any procedures required by ANZ when using the ANZ eMatching service.

ANZ eMATCHING TERMS OF USE OF SYSTEM

10. MISCELLANEOUS

- 10.1. We may amend this document by notice in writing to you or by placing such notice on the ANZ website.
- 10.2. These eMatching Terms shall be governed by and construed in accordance with laws of the State of Victoria.
- 10.3. Each party must act reasonably in determining any matter or exercising any discretion or contractual right or power under or in connection with these eMatching Terms.

11. DEFINITIONS

In these eMatching Terms:

"Access Methods" means all passwords, user names, logon identifiers, PINs, smartcards and any other authentication methods.

"ANZ", "us" or "we" means Australia and New Zealand Banking Group Limited (A.B.N. 11 005 357 522) and its successors and assigns.

"ANZ eMatching" has the meaning in clause 1.1.

"ANZ Website" means the site(s) delivering content on or through the internet, accessible at the internet address www.anz.com or at such other internet address as we may designate from time to time.

"Confirmation" means evidence confirming a Transaction and exchanged between the parties using ANZ eMatching or any other method agreed between the parties.

"Cost" means any charges and expenses including those incurred in connection with advisers and any legal costs on a full indemnity basis.

"Electronic Instruction" means any electronic instruction, information, message or communication issued or transmitted through ANZ eMatching.

"Indirect Loss" means any indirect or consequential loss including loss of profits or anticipated savings, loss of business opportunity, loss of goodwill or reputation, business interruption, unauthorised access to or loss of data, economic loss or any special, indirect or consequential damage and includes any Costs arising in connection with any of them. The parties agree that Indirect Loss does not include any Loss that arises in the usual course of things from the relevant act or omission.

"Loss" means any damage, loss, liability, Cost, delay or diminution in value.

"Master Agreement" means an ISDA Master Agreement between you and us or the Terms and Conditions for Trading in Foreign Exchange and Derivatives Transactions provided to you by us.

"Permission" means any permission which may be assigned to a User to enable them to perform functions in relation to ANZ eMatching.

"eMatching Terms" means these ANZ eMatching Terms of Use of System.

"Transaction" includes any transactions that can be entered under a Master Agreement.

"User" means a person nominated by you as a user and subject to any change subsequently notified by you to ANZ in a manner acceptable to ANZ.

"you" means a party to these eMatching Terms other than ANZ. If there are more than one, "you" means each of them individually and every two or more of them jointly. You includes your successors and assigns.

