

ANZ OVERSEAS DRAFT

TERMS AND CONDITIONS

1. USE OF A CORRESPONDENT

- 1.1 ANZ may, in certain circumstances, use a Correspondent to make the payment.
- 1.2 A Correspondent may charge unspecified fees or charges in making the payment to the Payee. Where a deduction is made in respect of those fees and charges the Payee will receive less than the payment amount specified in the Overseas Draft.

2. ANZ'S FEES AND CHARGES

ANZ's fees for this service are as follows:

- 2.1 Issuance:
 - Overseas Draft over the counter for ANZ customer \$35
 - Overseas Draft via Internet Banking \$25

3. STOPPING, ENQUIRING ABOUT, REPURCHASING OR DEALING WITH A LOST OR STOLEN OVERSEAS DRAFT

- 3.1 Contact your ANZ branch if you wish to:
 - Make any enquiry in relation to an Overseas Draft; or
 - Request ANZ to stop an Overseas Draft if you believe the draft to be lost or stolen. (If it is lost or stolen, ANZ may also, on request, issue a replacement Overseas Draft or refund the Applicant subject to receiving an acceptable indemnity); or
 - Refund an Overseas Draft that you retain in your possession. ANZ will not be able to stop a payment if it has been processed.
- 3.2 Where you request ANZ to stop or refund an Overseas Draft, ANZ will charge you fees in accordance with these terms and conditions. The fees are applicable regardless of whether or not we are successful in stopping or refunding the Overseas Draft. You acknowledge that Correspondents may also charge a fee and that this will be deducted from the returned funds. You agree to indemnify ANZ for any loss that occurs as a result of ANZ agreeing to stop or refund an Overseas Draft, which includes any loss as a result of any foreign exchange movement between and including the date of the original purchase of the Overseas Draft and the date you are notified by ANZ of the stop or refund of the Overseas Draft. ANZ will convert the value of the refunded Overseas Draft into Australian Dollars using ANZ's applicable prevailing rate on the day you are notified by ANZ of the refunded Overseas Draft.
- 3.3 Your Overseas Draft is valuable and you are responsible for its safe-keeping. You must contact your ANZ branch immediately if your Overseas Draft is lost, stolen or used without your permission.

4. ANTI-MONEY LAUNDERING AND SANCTIONS

- 4.1 You agree that ANZ may delay, block or refuse to process any transaction without incurring any liability if ANZ suspects that the transaction:
 - (a) may breach any laws or regulations in Australia or in any other country;
 - (b) 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 States, the European Union or any country; or
 - (c) may directly or indirectly involve the proceeds of, or be applied for the purposes of, unlawful conduct.
- 4.2 You must provide all information to ANZ which ANZ reasonably requires in order to manage anti-money laundering or counter-terrorism financing and economic and trade sanctions risk or to comply with any laws or regulations in Australia or any other country.
- 4.3 You agree that ANZ may disclose any information concerning you to:
 - (a) any law enforcement, regulatory agency or court where required by any such law or regulation in Australia or elsewhere; and
 - (b) any Correspondent ANZ uses to make payment for the purpose of compliance with any such law or regulation.
- 4.4 Unless you have disclosed that you are acting in a trustee capacity or on behalf of another party, you warrant that you are acting on your own behalf in entering into this agreement.
- 4.5 You declare and undertake to ANZ that the payment of monies to the beneficiary in accordance with your instructions by ANZ will not breach any law in Australia or any other country.

5. PRIVACY AND CONFIDENTIALITY – ANZ'S COLLECTION, USE AND DISCLOSURE OF PERSONAL INFORMATION

When you deal with ANZ, ANZ is likely to collect and use some of your personal information. ANZ explains below when and how ANZ may collect and use your personal information. If you do not provide some or all of the information requested, ANZ may be unable to provide you with a product or service.

- 5.1 ANZ may collect your personal information:
- (a) to provide you with information about a product or service;
 - (b) to consider your request for a product or service;
 - (c) to provide you with a product or service;
 - (d) to tell you about other products or services;
 - (e) to assist in arrangements with other organisations (such as loyalty partners) in relation to the promotion and provision of a product or service;
 - (f) to perform other administrative and operational tasks (including risk management, debt collection, systems development and testing, credit scoring, staff training, and market or customer satisfaction research);
 - (g) to prevent or investigate any fraud or crime (or a suspected fraud or crime); and
 - (h) as required by relevant laws, regulations, codes and external payment systems.

- 5.2 Subject to our general duties of confidentiality towards our customers, ANZ may need to disclose your personal information to:
- (a) your referee(s)
 - (b) credit reporting or debt collection agencies;
 - (c) an organisation that is in an arrangement or alliance with ANZ for the purpose of promoting or using their respective products or services (and any agents used by that organisation in administering such an arrangement or alliance);
 - (d) any service provider ANZ engages to carry out or assist its functions and activities;
 - (e) regulatory bodies, government agencies, law enforcement bodies and courts;
 - (f) other parties ANZ is authorised or required by law to disclose information to;
 - (g) other financial institutions (such as banks);
 - (h) mortgage insurers and any reinsurer of any such mortgage insurer;
 - (i) your guarantors (and intending guarantors);
 - (j) any person who introduces you to ANZ;
 - (k) your authorised agents or your executor, administrator or your legal representative.

- 5.3 Subject to the provisions of the Privacy Act, you may access your personal information at any time by asking to do so at any ANZ branch. ANZ may charge you a reasonable fee for access. If you can show that information about you is not accurate, complete and up to date, ANZ must take reasonable steps to ensure it is accurate, complete and up to date.

- 5.4 ANZ will not collect sensitive information about you, such as health information, without your consent.

- 5.5 If you give ANZ personal information about someone else or direct someone else to give their personal information to ANZ, you will show that person a copy of this clause so that they may understand the manner in which their personal information may be used or disclosed by ANZ.

6. BANKING CODE OF PRACTICE

If you are an individual or a small business (as defined in the Banking Code of Practice), the Banking Code of Practice applies to this product. You can obtain from ANZ upon request general descriptive information about ANZ's banking services, including (1) ANZ's complaint handling procedures, (2) ANZ's obligations regarding the confidentiality of your information and (3) the advisability of you reading the terms and conditions applying to each banking service that ANZ provides to you.

7. FINANCIAL SERVICES DISPUTE RESOLUTION SCHEMES

7.1 Making a complaint

Customer Service area

Our customer service team is your first point of contact for raising complaints or providing feedback. Talk to our staff at your local ANZ Branch or Business Centre or call our Contact Centre and they will do their best to help resolve any issues you may have.

- Use 'Find ANZ' on anz.com to find your nearest ANZ Branch or Business Centre
- Call our Contact Centre on 13 13 14

Complaint Resolution Centre

If you are unhappy with the response you have received or would like to escalate the matter, you can contact our Complaint Resolution Centre. Our specialists will work closely with you to address your complaint quickly and amicably.

Contact details:

- Mail: ANZ Complaint Resolution Centre
Locked Bag 4050
South Melbourne VIC 3205
- Phone: 1800 805 154 (8am - 7pm AEST weekdays, excluding national public holidays)
- Online: Visit anz.com
Select 'Complaints and compliments' under 'Find out more'
Select 'Lodge your feedback online'
- Email: yourfeedback@anz.com
- Fax: 1800 269 030

7.2 ANZ Customer Advocate

If you are not satisfied with the resolution offered by our Complaint Resolution Centre, you can ask for a free and impartial review by ANZ's Customer Advocate.. Escalation to ANZ's Customer Advocate is not mandatory.

Contact details:

Mail: ANZ Customer Advocate
833 Collins St Docklands VIC 3008

Phone: +61 3 8654 1000

Email: customeradvocate@anz.com

7.3 Australian Financial Complaints Authority

If you are not satisfied with ANZ's response and do not want to go to ANZ's Customer Advocate (or if you remain dissatisfied after ANZ's Customer Advocate has reviewed your complaint), you can lodge a complaint with the Australian Financial Complaints Authority. The Australian Financial Complaints Authority offers free, fair, independent and accessible financial services dispute resolution.

Contact details:

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

Phone: 1800 931 678

Email: info@afca.org.au Website: www.afca.org.au

8. GLOSSARY

In this document, the following words have the following meanings:

You

The person or persons named as Applicant in this document. If details of more than one person are given, then "you" means all of them together and each of them individually.

Correspondent

Another bank or agency chosen by ANZ to convey the funds directly or indirectly to the beneficiary.

Overseas Draft

Is the facility you have applied for in the attached Application Form.

SWIFT

The Society for Worldwide Interbank Financial Telecommunication SCRL (S.W.I.F.T) that supplies standardised and secure messaging services and interface software to the financial industry worldwide.