

ANZ SHIELD TERMS AND CONDITIONS AND LICENCE AGREEMENT

1. INTRODUCTION

ANZ Shield is an application that generates codes ("ANZ Shield Code") that may be required to authenticate a transaction request or non-financial action (such as a password change) in ANZ Internet Banking ("transaction").

Together with the Electronic Banking Conditions of Use provided with your account Terms & Conditions, these ANZ Shield Terms and Conditions and Licence Agreement ("Terms and Conditions") form a legal contract between you, the account owner and us, Australia and New Zealand Banking Group Limited ("ANZ") in relation to your use of ANZ Shield.

You will be asked to agree to:

- these Terms and Conditions; and
- receive these Terms and Conditions and any amendment to them (except those changes outlined in Clause 13) electronically via the Apple App Store, Google Play, Mobile Device or ANZ Internet Banking, during the registration process for ANZ Shield in ANZ Internet Banking.

It is therefore important that you read and understand these Terms and Conditions.

The Electronic Banking Conditions of Use apply to ANZ Shield, together with the additional conditions set out below. Where inconsistent, these Terms and Conditions will override the Electronic Banking Conditions of Use. Capitalised terms that are undefined in these Terms and Conditions take their meaning from the Electronic Banking Conditions of Use.

For the purposes of ANZ Shield and these Terms and Conditions, the definition of:

- a. "**PIN**" in the Electronic Banking Conditions of Use is deemed to include:
 - (i) the four digit security PIN that you set up during the ANZ Shield registration process in ANZ Internet Banking, and which is used to access the ANZ Shield application ("ANZ Shield PIN"),
 - (ii) the Sync Code, being the code that is generated in ANZ Internet Banking during the registration process for you to enter into ANZ Shield to link it to your CRN; and
 - (iii) all ANZ Shield Codes;
- b. "**you**" means the account holder and as the context requires, includes any person, nominated by the account holder, as being authorised to operate the account; and
- c. "**ANZ Internet Banking**" includes ANZ Internet Banking for Business.
- d. "**CRN**" means the Customer Registration Number issued by ANZ to you.

2. ELIGIBILITY

In order to register for ANZ Shield you will need:

- a. to be registered for ANZ Internet Banking; and
- b. to have an eligible Mobile Device with eligible software listed on www.anz.com/shield ("Mobile Device"). ANZ Shield can only be used on one Mobile Device per individual CRN (eg. ANZ Shield cannot be installed and synced on both a mobile phone and a tablet using the same CRN).

You cannot sync ANZ Shield on one Mobile Device to multiple CRNs. If you wish to register for ANZ Shield on multiple CRNs, you will need to use a different Mobile Device for each CRN.

You may already have an ANZ Security Device associated with ANZ Internet Banking (for example, a hard token that generates electronic security numbers). If an ANZ Security Device is already in use as an additional method of authenticating transaction requests in ANZ Internet Banking, your registration of ANZ Shield on your CRN will remove the ANZ Security Device registration associated with that CRN.

3. FEES AND CHARGES

Using ANZ Shield will not incur any additional fees charged by ANZ.

You may incur charges from your internet and/or mobile service provider for downloading and using ANZ Shield and for otherwise using ANZ Internet Banking. Any such charges are your sole responsibility and any matters regarding these charges should be raised with your mobile service provider.

4. FUNCTIONALITY

ANZ Shield is an application that you can download from the Apple App Store or Google Play onto a Mobile Device.

Before you can use ANZ Shield, you must:

- download ANZ Shield to your Mobile Device; and
- follow and complete the entire registration process in ANZ Internet Banking.

After registering for ANZ Shield, you may be asked to authenticate a transaction request in ANZ Internet Banking by providing an ANZ Shield Code. ANZ Shield is the application that generates this code.

If you do not enter the correct ANZ Shield Code for the transaction request or are unable to access ANZ Shield to generate an ANZ Shield Code, ANZ may not process the transaction. In this instance, you can call ANZ on 13 33 50 (or from overseas on +61 3 9683 8833) to request assistance.

ANZ will use its discretion to determine what transaction requests require ANZ Shield Code authentication. You cannot specify what transaction requests require this authentication.

5. MOBILE DEVICE NOT PRESENT

If you do not have your Mobile Device with you to generate an ANZ Shield Code when requested in ANZ Internet Banking, you can call ANZ on 13 33 50 (or from overseas on +61 3 9683 8833) to request assistance.

6. DEREGISTERING FROM ANZ SHIELD OR CHANGING YOUR MOBILE DEVICE

If you wish to deregister from ANZ Shield, you must do so through ANZ Internet Banking by following the complete process. Removing ANZ Shield from your Mobile Device will not deregister ANZ Shield from ANZ Internet Banking. In this instance, ANZ Internet Banking may still request an ANZ Shield Code and you may not be able to complete the transaction.

If you do not complete the deregistration process in ANZ Internet Banking and you are requested to enter an ANZ Shield Code, you are able to call ANZ on 13 33 50 (or from overseas on +61 3 9683 8833) to request assistance. ANZ will not be liable for any delay or failure to process your transaction as a result of you not completing the deregistration process.

If you change your Mobile Device and wish to continue using ANZ Shield, you must follow the "Change Device" process in ANZ Internet Banking. To complete this process, you will need to have access to ANZ Shield on your old Mobile Device, and download ANZ Shield onto your new Mobile Device.

7. JOINT ACCOUNT HOLDERS

Joint account holders must separately register for ANZ Shield using:

- their own CRN; and
- separate Mobile Devices.

Joint account holders must not share one ANZ Shield application.

8. BUSINESS ACCOUNT HOLDERS

Business account holders must ensure that any person they authorise to operate the account must separately register for ANZ Shield using:

- their own CRN; and
- separate Mobile Devices.

Business account holders must also ensure those authorised to operate the account are given a copy of the Electronic Banking Conditions of Use, to ensure they are aware of their obligations when using ANZ Shield.

9. YOUR OBLIGATIONS

In addition to your obligations in the Electronic Banking Conditions of Use, you agree you will:

- Not leave your Mobile Device unattended and left logged into ANZ Shield.
- Lock your Mobile Device or take other steps necessary to stop unauthorised use of ANZ Shield.
- Notify ANZ immediately if your Mobile Device is lost or stolen, or if your Mobile Device service is suddenly disconnected without your permission.
- Not use ANZ Shield for any purpose other than to respond to an authentication request for ANZ Internet Banking transactions.
- Not act fraudulently or maliciously in relation to the ANZ Shield application or software. As examples, you will not copy, modify, adversely effect, reverse engineer, hack into or insert malicious code into the ANZ Shield application or software.
- Only install approved applications on your Mobile Device, and that you will not override the software lockdown on your Mobile Device (for example 'obtaining root access' on an Android device and 'jailbreaking' on an Apple device).

Please ensure that you ask the account holder for a copy of the Electronic Banking Conditions of Use if you are unsure of your obligations when using ANZ Shield.

10. LIABILITY AND INDEMNITY

The Electronic Banking Conditions of Use set out the liability of you and ANZ when using ANZ Shield.

It is your choice to register (or deregister) for ANZ Shield. ANZ accepts no liability for any loss or consequences to you whatsoever that result from this decision, including in the event ANZ refuses or fails to process a transaction request requiring an ANZ Shield Code or delays in doing so.

Without limiting the above:

- ANZ will not be responsible for any inability and/or failure of your Mobile Device to access or use ANZ Shield, or for any loss or damage to your Mobile Device resulting from your access or use, or attempted access or use, of ANZ Shield (including downloading any associated applications for ANZ Shield), and you should satisfy yourself as to these matters before attempting to access or use ANZ Shield.
- ANZ will not be liable for any loss arising from your use of ANZ Shield, including loss arising from any security breach, if you have acted fraudulently (either alone or together with any other person), if you have installed applications on your Mobile Device other than those available from the Apple App Store, Google Play or other location permitted by ANZ, or if you have caused or contributed to that loss, for example, by failing to comply with any of these Terms and Conditions or the Electronic Banking Conditions of Use.

You acknowledge that any unauthorised reproduction by you of any proprietary information provided or available via ANZ Shield or any portion of it may result in legal action being taken.

When you initiate a call through ANZ Shield on your Mobile Device, you will exit the application and the call will be made using your chosen Mobile Device's dialler. ANZ will not be liable in any way if your dialler redirects you to a fraudulent or incorrect number.

11. HELPDESK

For assistance in your use of ANZ Shield please call ANZ on 13 33 50 (or from overseas on +61 3 9683 8833). This service will be available 24 hours, 365 days a year. This service is provided on the condition that neither we nor our employees will be liable for any direct or indirect loss suffered by you, resulting from your use of the service.

This service will not be responsible for providing advice specific to your Mobile Device, including data connections, cellular charges to your Mobile Device accounts.

12. SUSPENSION OR TERMINATION OF USE AND SERVICE QUALITY

ANZ may suspend or terminate your use of ANZ Shield at any time. The provision and subsequent use of ANZ Shield is subject to the reliability and availability of third party service providers including software providers and network service providers. ANZ will not be liable for any direct or indirect loss suffered by you, as a result of a reduced level of service caused by any third party.

13. CHANGES TO ANZ SHIELD AND THE ANZ SHIELD TERMS AND CONDITIONS

ANZ can change the ANZ Shield Terms and Conditions at any time. However, in respect of the following changes only, ANZ will give you 20 days prior notice of any changes which:

- Impose or increase charges relating solely to the use of ANZ Shield; or
- Increase your liability for losses relating to transactions conducted using ANZ Shield.

ANZ will notify you of the above changes by:

- Posting information on www.anz.com;
- Notice in our branches;
- Public notice; or
- Written or electronic notice to you (including via your Mobile Device).

14. OTHER MATTERS

In relation to these Terms and Conditions, no delay or failure to act will be construed as a waiver of or in any way prejudice, any of our rights. No waiver will be effective unless it is in writing. A waiver or a breach will not waive any other breach.

15. APPLE INC. LICENSING

If you are using ANZ Shield with an iPhone or iOS Mobile Device, you acknowledge that these Terms and Conditions are between ANZ and you, and not Apple Inc. ("Apple"). You are given a non-transferable licence to use ANZ Shield on your Mobile Device in accordance with these Terms and Conditions and the Apple Usage Rules in the Apple Store Terms of Service.

Subject to these Terms and Conditions and the Electronic Banking Conditions of Use, ANZ is solely responsible for ANZ Shield, and Apple is not responsible for ANZ Shield in any way. To the maximum extent permitted by law, Apple has no warranty obligations whatsoever with respect to ANZ Shield. You agree that ANZ, and not Apple, is responsible for:

- addressing any claims by you or a third party in relation to ANZ Shield, including but not limited to product liability claims, claims that ANZ Shield fails to conform to legal or regulatory requirements or consumer protection claims;
- investigating any claim that ANZ Shield breaches third party intellectual property rights, and for defending, settling or discharging such claim;
- maintenance and support services for ANZ Shield.

You warrant that you are not located in a country that is subject to a US Government embargo or is designated by the US Government as a "terrorist supporting" country, and you are not listed on any US Government list of prohibited or restricted parties. You must comply with all third party service providers terms of use (for example, software providers and network service providers) when using ANZ Shield.

You agree that Apple and its subsidiaries are third party beneficiaries of these Terms and Conditions and that Apple has the right to (and will be deemed to have accepted the right) to enforce these Terms and Conditions against you as a third party beneficiary.

16. GOOGLE INC. LICENSING

If you are using ANZ Shield with an Android Mobile Device, you are given a non-transferable licence to use ANZ Shield on your Mobile Device in accordance with these Terms and Conditions and subject to the Terms of Services and Policies applicable to your use of Google Play.

You warrant that you are not located in a country that is subject to a US Government embargo or is designated by the US Government as a "terrorist supporting" country, and you are not listed on any US Government list of prohibited or restricted parties. You must comply with all third party service providers terms of use (for example, software providers and network service providers) when using ANZ Shield.