

CASH COVER INDEMNITY GUARANTEE FACILITY

TERMS AND CONDITIONS
05.2020



KEY TERMS OF YOUR CASH COVER INDEMNITY GUARANTEE FACILITY

ABOUT THESE KEY TERMS

The aim of these key terms is to help you understand the key terms of your Cash Cover Indemnity Guarantee Facility. Please note these key terms do not contain all of the terms and conditions of your arrangements. Additionally, they are not a substitute for, and do not form part of, your contract with us. The ANZ Cash Cover Indemnity Guarantee Facility Terms and Conditions that follow on from this page do form part of your contract.

USING YOUR CASH COVER INDEMNITY GUARANTEE FACILITY

Your first request for a Bank Guarantee under the Facility must be made within six months of the date of your Confirmation Letter. To request a Bank Guarantee under your Facility, you must complete and sign an "Indemnity and Application for Guarantee" form and give it to us. You must give us the form at least three Business Days' before the date you require us to issue the Bank Guarantee. If we accept your application, we will issue all Bank Guarantees in our standard form unless we agree otherwise.

PROVIDE US WITH INFORMATION

You need to provide us with the information that we ask for. This may include financial information about you or your business. You only need to provide the information to ANZ in writing, if ANZ asks for it to be in writing.

IG FACILITY ACCOUNT

You agree to open an IG Facility Account (or any other type of account agreed with ANZ) which will be used for the purposes of securing your IG Facility. The terms and conditions for your IG Facility Account will be provided to you separately. You must always have enough funds in the IG Facility Account to cover the total value of all guarantees issued under the Facility. You

can only close this account once all guarantees issued under the Facility expire, all original guarantees have been returned to ANZ, or have been called in by the favouree.

INDEMNITY GUARANTEE FEES

You must pay the fees and charges related to your indemnity guarantee facility, and any guarantee issued under that facility, as set out in your contract. This includes the Facility Limit Approval Fee, and then a periodic fee called the Indemnity Guarantee Facility Fee or Indemnity Guarantee Fee as per your confirmation letter.

HOW DO YOU CANCEL A BANK GUARANTEE OR YOUR INDEMNITY GUARANTEE FACILITY?

You may cancel a Bank Guarantee at any time by returning the original Bank Guarantee to us. You may also cancel your Facility in full at any time by returning all original Bank Guarantees issued under it to us. If you do, you must pay all fees and other amounts owing in relation to the cancelled Bank Guarantee or your cancelled Facility.

WHAT HAPPENS IF A FAVOUREE MAKES A DEMAND ON A BANK GUARANTEE ISSUED BY ANZ?

If a named favouree makes a demand on a Bank Guarantee, ANZ will pay the favouree without notifying you beforehand. You then need to immediately pay ANZ the amount claimed and all fees and other amounts owing in relation to the Bank Guarantee. The details on what you must pay and how you must pay are set out in your 'Indemnity and Application for Guarantee' form. A demand by a favouree is also a Review Event under the Finance Conditions of Use.

WHAT HAPPENS IF ANZ TERMINATES A BANK GUARANTEE THAT IT HAS ISSUED?

When you complete an "Indemnity and Application for Guarantee" form you agree that ANZ may unconditionally terminate a Bank Guarantee. ANZ may do this by paying the named favouree an amount equal to the amount that they could claim from ANZ. If this happens you must immediately pay ANZ the amount claimed and all fees and other amounts

owing in relation to the Bank Guarantee. Note that ANZ may debit these amounts from the IG Facility Account (or other account you have with ANZ).

CHANGES TO YOUR FACILITY TERMS AND CONDITIONS

Sometimes we may need to change the terms and conditions of your Facility with us. Generally, we will give you 30 days' notice of a change. We may give less notice in certain instances such as where the change is favourable. If we make a change, you can choose to cancel your Facility by paying us back and satisfying any other obligations you owe us.

WHAT HAPPENS AT THE END OF YOUR TERM?

If the term of your Facility ends you must immediately:

- return all original outstanding Bank Guarantees; or
- provide enough cash to cover all outstanding Bank Guarantees.

ANTI-MONEY LAUNDERING AND SANCTIONS

We are subject to strict anti-money laundering and sanctions regulations. We need to manage our anti-money laundering and sanctions obligations and risk very carefully. This means from time to time we may need to take action including blocking payments or even cancelling your contract.

WHERE CAN YOU FIND OUT MORE?

Your contract has been provided to you and you should read it before you sign anything. Please ask your ANZ business banker or your accountant or lawyer about anything you do not understand.

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1. INDEMNITY GUARANTEE FACILITY

1.1 Application of these Terms and Conditions.

If you are opening an Indemnity Guarantee Facility Account (or any other type of account that you and ANZ agree may be used for the purposes of securing your Indemnity Guarantee Facility) (in any case, the "IG Facility Account") with ANZ, these terms and conditions will also apply immediately.

You should read all terms and conditions provided to you and ask ANZ about any issues that concern you.

1.2 Conditions Precedent

ANZ's obligation to make the Indemnity Guarantee Facility (the "**IG Facility**") available to you is conditional upon ANZ being satisfied that:

- ANZ receives an Indemnity Application for Guarantee properly executed to ANZ's satisfaction. This must be given to ANZ no later than three clear business days before the day on which you want ANZ to issue the bank guarantee under the IG Facility ("**Bank Guarantee**"). If you do not want ANZ to issue the bank guarantee in its standard form, you also need to provide ANZ with a form of Bank Guarantee which is acceptable to ANZ, with details completed and signed by you to confirm content; and
- all the other conditions precedent (if any) have been fulfilled.

1.3 Representations Made by You

When you apply for the IG Facility (and for any Bank Guarantee to be issued pursuant to the IG Facility) you represent that each of the following statements is true:

- you have disclosed to ANZ all material matters that you know of which affect:
 - (i) your business, assets or financial condition; and
 - (ii) your ability to perform obligations under any of the documents associated with the IG Facility (the "**IG Facility Transaction Documents**").

You must give ANZ prompt written notice if, after it was made or given to ANZ, a representation or statement made to ANZ or information given to ANZ ceases to be true or becomes misleading.

For the avoidance of doubt, "IG Facility Transaction Documents" means the letter of confirmation of the provision of the IG Facility issued to you by ANZ ("**Confirmation Letter**"), these Cash Cover Indemnity Guarantee Facility Terms and Conditions,

the terms and conditions of your IG Facility Account referred to in clause 2, any other document required in connection with this IG Facility, and any document or agreement that amends any of the same.

1.4 Information

You agree to provide ANZ with any financial or other information ANZ asks for by the time that ANZ specifies. ANZ agrees that:

- it will only ask you for information which it considers relevant; and
- it will specify, having regard to the kind of information sought, what it considers to be a reasonable time within which you are to provide the information.

You only need to provide the information to ANZ in writing, if ANZ asks for it to be in writing. If you are a public company, you also agree to provide ANZ with all written information that you give to your shareholders (generally or to any class of them) or to a stock exchange, at the same time as you give it to them.

You agree to not change your name without notifying ANZ at least 10 business days before you proposed to do so.

You agree to notify ANZ as soon as possible if any ABN or ARBN allocated to you (or if you are a partnership, to the partnership) changes, is cancelled or otherwise ceases to apply (or if you or the partnership (as applicable) does not have an ABN, ARBN one is allocated or otherwise starts to apply).

1.5 Costs to be Paid by You

You agree to pay or reimburse ANZ, on demand, all of ANZ's costs and expenses reasonably incurred in connection with:

- negotiating, preparing, reviewing, amending, executing, stamping, registering, completing, releasing and discharging any IG Facility Transaction Document;
- obtaining a valuation if you are obliged to provide a valuation to ANZ, or ANZ is permitted to commission a valuation at your cost, under a Transaction Document;
- responding to, evaluating, negotiating or complying with any request from you or a Guarantor for any amendment, waiver, consent, release or discharge in connection with the IG Facility;
- the occurrence of any material default under an IG Facility Transaction Document;

- enforcing or protecting ANZ's rights under the IG Facility Transaction Documents;
- carrying out any legal review of, or obtaining legal advice in respect of ANZ's rights under, the IG Facility Transaction Documents; or
- an enquiry, notice or order by a government agency, court, tribunal or administrative body (including a subpoena or court order) involving you or any Guarantor or any of its officers.

You do not need to pay ANZ's costs or expenses under this clause to the extent that they arise from the negligence, fraud or wilful default of ANZ or its officers, employees, contractors or agents or any receiver appointed by ANZ.

1.6 Different Currencies

Unless an IG Facility Transaction Document provides otherwise, all payments made under or for the purposes of this agreement or another IG Facility Transaction Document must be made in Australian dollars. Where conversion of one currency to another is required ANZ will apply its standard procedures for currency conversion.

1.7 Cancellation of the IG Facility

You may, at any time, cancel the IG Facility by returning all Bank Guarantee(s) issued under this IG Facility to ANZ and paying any unpaid fees and other amounts in relation to the Bank Guarantee(s). ANZ may at any time cancel the IG Facility by paying out the Bank Guarantee(s) and debiting from the IG Facility Account (as defined in clause 2) an amount equal to the total value of the Bank Guarantee(s) so paid out. Should this result in your IG Facility Account having the total value of the Bank Guarantee(s) so paid out and any unpaid fees and other amounts in relation to the Bank Guarantee(s).

1.8 Waiver

The rights that ANZ has under the IG Facility Transaction Documents cannot be waived except by ANZ giving you written notice waiving the particular right. In particular:

- ANZ does not waive any right that ANZ has in connection with the IG Facility Transaction Documents merely because ANZ does not exercise it, or does not exercise it as soon as ANZ can; and
- if ANZ exercises a right once or partly, it does not mean that ANZ cannot exercise that right again or other rights.

1.9 Changes in the Law

If ANZ gives you written notice that, in ANZ's reasonable opinion it has become illegal in a jurisdiction for ANZ to continue to make the IG Facility available, ANZ's obligations in relation to the IG Facility will terminate.

2. IG FACILITY ACCOUNT

2.1 Opening and operating an IG Facility Account

You agree to open an Indemnity Guarantee Facility Account (or any other type of account that you and ANZ agree may be used for the purposes of securing your IG Facility (in any case, the "**IG Facility Account**") with ANZ.

The terms and conditions for your IG Facility account will be provided to you separately.

You agree to deposit into your IG Facility Account and to ensure it always holds a minimum credit balance in available funds which are at least equivalent in value to the total value of the Bank Guarantee(s) issued under the IG Facility at any time (the "**Amount Deposited**"). The IG Facility Account must be held in your name and not that of a third party, and the funds deposited in IG Facility Account must be held in your own capacity and not in trust.

If ANZ asks, the signatories to the IG Facility Account are to comprise one or more persons nominated by ANZ as a signatory to the IG Facility Account ("**ANZ Signatory**"), and the persons nominated by you (which may include you). ANZ agrees that each ANZ Signatory will be removed when the IG Facility Account is closed in accordance with clause 2.2.

You agree that if ANZ asks, a IG Facility Account may only be operated by at least two signatories at all times, being a signatory nominated by you together with an ANZ Signatory.

As the Amount Deposited secures the IG Facility provided to you by ANZ under the terms of the IG Facility Transaction Documents, you must not, without first obtaining ANZ's written consent:

- withdraw any part of the money in the IG Facility Account; or
- transfer, assign, create or agree to create any security interest under the Personal Property Securities Act (2009) (Cth) ("**PPSA**") or any other security for the payment of money or performance of obligations in, create any trust or right of set off over or otherwise deal with any of your rights in connection with the IG Facility Account.

2.2 Closure of Your IG Facility Account

You or any other authorised person can only close your IG Facility Account when the last remaining Bank Guarantee issued under the IG Facility expires or is called upon or where you choose to cancel the IG Facility in accordance with clause 1.7.

In any case, in the event that the last remaining Bank Guarantee issued under the IG Facility expires or is called upon or where you choose to cancel the IG Facility, ANZ may require you to close the IG Facility Account. ANZ will contact you prior to the closure of the IG Facility Account to confirm this course of action.

Upon closure of the IG Facility Account, ANZ will pay you the credit balance plus deposit interest if any, less any accrued account fees and Government charges at the closing date (if applicable).

For the avoidance of doubt, where the IG Facility has no Bank Guarantees issued under it (e.g. because each Bank Guarantee has been paid out by ANZ), ANZ will pay you any deposit interest if any, less any accrued account fees and Government charges (if applicable).

2.3 Authority to appropriate and set-off

In the event that:

- (a) demand is made on ANZ for payment under any Bank Guarantee issued under the IG Facility or ANZ reasonably apprehends that such demand will be made; or
- (b) you go into administration, liquidation, receivership or commit an act of bankruptcy,

you irrevocably authorise ANZ at any time to apply all or any part of any credit balance in your IG Facility Account ("**IG Facility Account Balance**") up to the total value of the Bank Guarantee(s) issued under the IG Facility by way of set-off in or towards payment of the liability (whether due now or later and whether actual or contingent) ANZ has or may have under the Bank Guarantee(s).

ANZ may do this without telling you first or getting your consent and ANZ's right to do this is in addition to any other right that it has.

If the event is that described in clause 2.3(b) above, ANZ's rights to take action may in some cases be restricted by law.

If ANZ assigns a debt (being a debt in or towards payment of which ANZ is authorised by this authority to apply all or any part of the IG Facility Account balance), ANZ may, subject to you being in default under the assigned debt, pay to, or as directed by, the assignee, all or any part of the IG Facility Account balance and any accrued or accruing interest of the IG Facility Account balance in order that the assignee may apply the amount towards payment of the assigned debt.

If ANZ applies all or any part of the IG Facility Account balance, it can adjust the rate of interest payable on that IG Facility Account Balance to the rate that would have been payable if it had originally been lodged with ANZ for the reduced term. The reduced term will be calculated from the day the IG Facility Account Balance was lodged to the day of application of all or part of it.

Your rights in respect of your IG Facility 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 IG Facility Account as against ANZ.

2.4 Registration

ANZ may, at your expense, apply for any registration or give any notification, in connection with a security interest created under this IG Facility and for whatever class or classes of collateral ANZ thinks fit. You consent to any registration or notification by ANZ, and may not make an amendment demand.

2.5 Further steps

You agree to do anything (such as obtaining consents, signing and producing documents, producing receipts and getting documents completed and signed) which ANZ asks and considers necessary for:

- (a) providing more effective security over the IG Facility Account for payment of any liability (whether due now or later and whether actual or contingent) which you may have to ANZ; or
- (b) enabling ANZ to apply for any registration, or give any notification, in connection with a security interest created under the IG Facility Transaction Documents so that the security interest has the priority required by ANZ; or
- (c) enabling ANZ to exercise ANZ's rights in connection with the IG Facility Account.

2.6 Authority to fill in blanks

You agree that ANZ may, where it is reasonable in the circumstances, complete and fill in any blanks in a document connected with this IG Facility for the purpose of correcting any patent errors, inserting any dates or doing anything else with your consent.

2.7 Costs

Everything you are required to do under this clause is at your expense. You agree to pay or reimburse the reasonable costs of ANZ in connection with anything you are required to do under this clause.

You do not need to pay or reimburse ANZ's costs under this clause to the extent that they arise from the negligence, fraud or wilful default of ANZ or its officers, employees, contractors or agents or any receiver appointed by ANZ.

2.8 Exclusion of PPSA provisions

You agree that to the extent the law permits them to be excluded by agreement:

- (a) sections 142 and 143 of the PPSA are excluded and ANZ need not comply with the following provisions of the PPSA: sections 95, 118, 121(4), 125, 130, 132(3)(d), 132(4) and any other provision of the PPSA notified to you by ANZ after the date of the Confirmation Letter; and
- (b) neither ANZ nor any receiver, or receiver and manager need give any notice required under any provision of the PPSA (except section 135).

This clause applies despite any other clause in these IG Facility Transaction Documents.

3. GENERAL

3.1 Fees

The fees and charges that will be charged to you are set out under the headings "Indemnity Guarantee Facility" in the Confirmation Letter. Unless otherwise specified in the Confirmation Letter, fees incurred will be charged to your nominated account (referred to in your Confirmation Letter) monthly, in advance, commencing on the date the Bank Guarantee is issued by ANZ or such other date as ANZ advises.

Should you fail to nominate an account for this purpose ANZ may at its discretion charge any other account maintained by

you with ANZ with those fees and otherwise those fees are payable to ANZ on demand.

Information on current standard fees, charges and any interest rates is available on request.

3.2 Changes to Terms and Conditions

Sometimes we may need to change these Terms and Conditions. The tables in sections (a), (b) and (c) below set out the changes that we can make from time to time. The tables also set out how and when we will notify you of these changes. Each table is subject to the following:

- If any applicable laws or industry codes (such as the Banking Code of Practice) require a minimum notice period or a particular delivery method, then we will use that method and give you at least the notice they require.
- As long as we are not in conflict with those laws or industry codes, we may also give you less notice than specified in the table if it is reasonable for us to manage a material and immediate risk.

Changes to fees, interest and payments

- (a) The table below sets out changes that can apply to all or a class of customers for a product, or to a class of customers like you.

Type of Change	Method of notice	Minimum number of days' notice of the change
Introduce a new fee or charge (other than a government fee or charge)	In writing	30 days
Change an existing fee or charge (other than a government fee or charge)	In writing or by advertising in the local or national media	30 days, or less if favourable to you

Type of Change	Method of notice	Minimum number of days' notice of the change
Change how we calculate your fees or charges, or the frequency of, or payment date for, your fees or charges (other than a government fee or charge)	In writing or by advertising in the local or national media	30 days
Change our Available payment methods	In writing or by advertising in the local or national media	30 days
Introduce or change a government fee or charge	In writing or by advertising in the local or national media	Day of change (unless published by a government, government agency or representative body)

- (b) The table below sets out changes that can be made for any individual Customer.

Type of Change	Method of notice	Minimum number of days' notice of the change
Changes that are administrative or correct a mistake, inconsistency or omission	In writing	30 days

Changes to other terms

- (c) The table below sets out changes that can apply to all or a class of customers for a product, or to a class of customers like you.

Type of Change	Method of notice	Minimum number of days' notice of the change
Changes reflecting our business, communication or technological systems or processes	In writing or by advertising in the local or national media	30 days, or less if:
Changes to comply with any law or any Change in Law, or any decision, recommendation, regulatory guidance or standard of any court, tribunal, ombudsman service, regulator, or any other similar body		<ul style="list-style-type: none"> • favourable to you; or • it is reasonable for us to manage a material and immediate risk.
Changes that, in our reasonable opinion, are required to protect any person from the risk of fraudulent or illegal activity		
Changes to add, change or remove any of your discounts, benefits or concessions		
Changes to simplify these Terms and Conditions		
Changes to reflect product changes or improvements or to ensure that these Terms and Conditions are consistent with our operational processes		
Changes to discontinue or replace a product, and for this purpose we may change your product to a different product with similar features to the discontinued or replaced product		
Changes that are beneficial to you		
Changes that reflect current industry or market practice or conditions		

- (d) **(What if you do not accept the changes ANZ may make to the terms and conditions?)** If you do not accept the changes ANZ makes to the terms and conditions under this clause 3.2, you may end the agreed term of your IG Facility: (i) within the applicable notice period; (ii) at any other time permitted under your IG Facility; or (iii) as otherwise agreed between you and ANZ in writing.

If you end the agreed term of your IG Facility under this clause 3.2(d) you must: (i) pay to ANZ any outstanding money in respect of your IG Facility on the day you end the agreed term of the Facility; and (ii) comply with any of your other obligations under a IG Facility Transaction Document (for example, your obligation to first return all Bank Guarantees). The agreed term of your IG Facility will not end until you have complied with these obligations.

3.3 GST

Terms used in this clause have the same meaning as those defined in the A New Tax System (Goods and Services Tax) Act 1999 ("GST Act") unless provided otherwise.

If any supply made under or in connection with this Agreement is subject to GST, the party making the supply ("ANZ") may increase the consideration otherwise provided for by the amount of that GST and recover such additional amount from the party liable for payment of the consideration. This clause does not apply to the extent that the consideration is expressly agreed to be GST inclusive.

If you are required to reimburse ANZ for any costs, the amount must be reduced to the extent that ANZ is entitled to claim an input tax credit in respect of those costs. A party will be assumed to have an entitlement to claim a full input tax credit unless it demonstrates otherwise prior to the date on which the consideration must be provided.

No payment of any amount in respect of GST is required until ANZ has provided a tax invoice or adjustment note, as the case may be, to you. ANZ must provide a tax invoice or adjustment note to you as required by the GST Act.

Any reference in this Agreement to fee, price, value, sales, revenue, or similar amount ("Revenue") shall be a reference to that Revenue exclusive of GST, unless and to the extent that the revenue is expressly agreed to be GST inclusive.

3.4 Banking Code of Practice

If you are an individual or a small business (as defined in the Banking Code of Practice) ANZ is bound by the Banking Code of Practice when it provides banking services to you.

The Banking Code of Practice means the relevant version of the industry code published from time to time by the Australian Banking Association as it applies to ANZ.

3.5 Privacy and confidentiality

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

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

Unless otherwise stated, this clause applies to individuals and non-individuals (e.g. companies).

Collection, use and disclosure of information

ANZ 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 ANZ 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 ANZ and/or to manage any legal action involving ANZ;
- 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, ANZ may be unable to provide you with a product or service.

Information required by law etc.

ANZ 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

ANZ may provide your information to:

- any related entity of ANZ which may use the information to: carry out ANZ's 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 ANZ to jointly offer products and/or has an alliance with ANZ to share information for marketing purposes (and any of its outsourced service providers or agents), to enable them or ANZ to: provide you with products or services; and/or promote a product or service;
- any agent, contractor or service provider ANZ engages to carry out or assist its functions and activities (for example, mailing houses or debt collection agencies);
- an organisation that assists ANZ to identify, prevent or investigate fraud, unlawful activity or misconduct;
- regulatory bodies, government agencies, law enforcement bodies and courts;
- other parties ANZ is 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 ANZ;
- your referee(s);
- your employer;
- your joint borrower(s) or account holder(s) and
- 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 are an individual and do not want us to tell you about products or services, phone 13 13 14 or your ANZ Manager to withdraw your consent.

ANZ may disclose information to recipients (including service providers and ANZ's 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

If you are an individual, you agree that ANZ may obtain information about your credit history and credit worthiness, including credit liabilities, repayments and defaults, from a credit reporting body (including a body that provides information on commercial activity and commercial credit worthiness) and use it to assess any application for credit, to manage your credit and for the purposes of debt collection. ANZ may also disclose information about you to credit reporting bodies.

Information about credit reporting, including the name and contact details of these credit reporting bodies, when ANZ 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 13 13 14 or visit any ANZ branch for a copy of ANZ's Privacy Policy.

ANZ Privacy Policy

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

- the circumstances in which ANZ 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 ANZ has breached the Privacy Act or an applicable code and how ANZ will deal with those matters.

Collecting sensitive information

ANZ 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 ANZ 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 ANZ in connection with your dealings with ANZ.

3.6 Anti-Money Laundering

You agree ANZ may delay, block or refuse to make a payment if ANZ believes on reasonable grounds that making a payment may breach any law in Australia or any other country, and ANZ will incur no liability to you if it does so. You agree to provide all information to ANZ which ANZ reasonably requires to comply with any laws in Australia or other country.

You agree ANZ may disclose information which you provide to ANZ where required by any laws in Australia or any other country.

3.7 Problem Resolution Procedure

Making a Complaint

If ANZ makes a mistake, or ANZ's service doesn't meet your expectations, ANZ wants to know. For more information please visit your local branch, ring the contact centre on 13 13 14 or contact ANZ at anz.com/your-feedback.

3.8 Disruption to Service

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.

To the maximum extent permitted by law, ANZ will only be liable for loss or damage suffered because of a disruption where that disruption is caused by an event within ANZ's reasonable control. ANZ will not be liable for consequential loss or damage

because of such disruption. This disclaimer is in addition to, and does not restrict, any other provision contained in these terms and conditions which limits ANZ liability.

3.9 Notices

A notice or demand for payment that ANZ gives to you in connection with the IG Facility will be signed by one of our bank managers, bank officers, by our solicitors or by any agent authorised by ANZ. Any other form of notice or demand need not be signed, unless the law requires it.

ANZ may give you a notice or demand by: (i) leaving it at your address; (ii) by posting it in a prepaid envelope addressed to you; or (iii) where expressly allowed by the IG Facility Transaction Documents, by press advertisement.

The notice or demand will be deemed to have been received by you:

- (i) if ANZ leaves it at your address, when left;
- (ii) if ANZ posts it, on the date it would have been delivered in the ordinary course of post; or
- (iii) if given by publishing it by press advertisement, when it is first published.

Your address is that shown on the Confirmation Letter or the last address for you that ANZ has recorded in ANZ's books.

A notice that you give to ANZ in connection with the Confirmation Letter or the IG Facility must be signed by you or by your authorised representative. You may give such notice by leaving it or by posting it in a prepaid envelope addressed to ANZ. ANZ's address is that shown in the Confirmation Letter. Your notice will be effective when ANZ receives it. If you give ANZ a notice that is expressed to be, or must be read as, irrevocable, you are not able to revoke it and it binds you from the time you give it.

Despite the rest of these conditions, ANZ may act in accordance with any instruction in connection with this agreement given to ANZ, orally or in writing, by you or your authorised representative. You agree that, if ANZ acts in accordance with an instruction given in this way, ANZ's act is done with your authority.

3.10 Law and Jurisdiction

This agreement is governed by the law in force in the place where ANZ's office shown in the Confirmation Letter is located.

In relation to any proceedings about or in connection with the Confirmation Letter or the IG Facility, ANZ and you agree to submit to the non-exclusive jurisdiction of the courts that have jurisdiction under that law.

3.11 Inconsistency

If there is any inconsistency between the Confirmation Letter, these IG Facility terms and the IG Facility Account terms and conditions then the prevailing terms shall be determined in the following order:

- (a) First, the Confirmation Letter,
- (b) Second, the IG Facility terms and conditions, and
- (c) third, the IG Facility Account terms and conditions and the Specific Conditions for a facility, the Specific Conditions prevail.
- (d) If there is an inconsistency between this agreement and a security, this agreement prevails.

3.12 Provisions that are prohibited or unenforceable

If a provision of these Terms and Conditions is prohibited or unenforceable, then it is only ineffective to the extent that it is prohibited or unenforceable. This does not invalidate any other provision of these Terms and Conditions.

4. PAYID CONDITIONS

A PayID is a smart address used to receive payments through the New Payments Platform instead of using your account number and BSB. You may be able to create an optional PayID by linking your eligible ANZ account to an eligible PayID type (such as your mobile number, email address or ABN (if eligible)). A PayID linked to your ANZ account can be used by others to make payments to you through the NPP without having to enter your account number and BSB, where they are permitted to do so by their financial institution. You must have authority to use any PayID you create and to link it to your ANZ account, and we may require proof of this.

You (or someone authorised by you) may be able to create, update, or close a PayID for your eligible ANZ account through Internet Banking, or in any other way we make available. We may rely on any instruction received from a person authorised to manage PayIDs for your account.

Only one account can be linked to a specific PayID at a time, but you can create multiple PayIDs for each eligible account.

Your PayID must be associated with a name (your PayID Name) which reasonably represents you. When you create a PayID, ANZ will generally use the account name of your linked account as your PayID Name. By creating a PayID, you agree that your PayID Name may be shown to anyone who looks up your PayID (for example, to make a payment to you).

You can generally transfer a specific PayID to another eligible account that you own (including an account with another financial institution). You will need to tell us that you want to transfer the PayID through Internet Banking or another facility we provide for this purpose. If you are transferring your PayID to another financial institution, they may also require you to take steps to complete the transfer. Once the PayID is linked to your new account, payments made to the PayID will be directed to that account.

We will complete a request to transfer or close a PayID within 24 hours. However, if you are transferring a PayID to another institution, you will also need to request that institution to link the PayID to your account with that institution and the other financial institution may take longer to process the request.

If you change the mobile number or email address you are using as your PayID, or no longer have authority to use that PayID or link it to that account, you must update or close your PayID. You must tell us if your PayID Name no longer reasonably represents the account holder's name. You must also tell us if any other PayID information changes or you are no longer authorised to use the account.

We monitor the use of PayIDs and confirm regularly that they remain correct. We may lock or close your PayID if:

- we become aware of suspicious activities relating to your PayID or your account, or we suspect that it has been used for fraudulent purposes, or
- you cannot verify that you continue to be authorised to use your PayID, or
- your PayID has not been used or validated for 3 years or more, or
- someone attempts to register the PayID for another account, we are unable to contact you, and your PayID has been inactive for 6 months or more, or

- you close your account or cease to be authorised to operate the account.

When your PayID is locked, it cannot be updated or used to receive payments, and you may be prevented from transferring it to another account. It may also be closed.

We may require you to re-confirm that you have authority to use a PayID at any time. If there is a dispute about who has authority to use any PayID you have created, we will contact you and may ask you for additional proof of your authority. If you are unable to provide that proof within the time limit we specify, your PayID may be closed or linked to an account held by another person.

If your PayID changes or is closed, you are responsible for informing those who make payments to you using the PayID. The PayID may be registered by another user if they can demonstrate they have the right to use it, and payments using this PayID will then be made to the other user's account.

When we may not allow you to create a PayID

We may not to allow you to create a PayID if:

- your account is unable to receive payments through the New Payments Platform using a PayID, or
- you cannot verify that you have authority to use the PayID or the relevant account, or
- we become aware of suspicious activities relating to the account, or
- electronic equipment or systems malfunction or are otherwise unavailable for use, or we believe that their quality or security have been compromised, or
- we believe your access to PayID may cause loss to the account holder or to ANZ.

Who will receive your information and how is it used

By creating a PayID, you consent to us collecting and disclosing information about you (including your PayID, your PayID Name and your account number) to NPP Australia Limited, the operator of the PayID service, to enable you to receive payments using the PayID service and for related purposes. You also consent to NPP Australia Limited sharing this information with other financial institutions, BPAY® Pty Ltd and their service providers to allow the PayID service to operate (for example, for users of the PayID service to make payments to you or for

other reasonable activities, such as tracing lost transactions, investigating fraud or where required by law).

When someone searches for your PayID or uses your PayID to make a payment to you, they may see your PayID Name (but not your other account details).

The collection, use and disclosure of information about you is also governed by the ANZ Privacy Policy available at anz.com and page 13 of these terms and conditions.

5. CONTACT DETAILS

Postal addresses

ANZ Business Banking

Speak to your ANZ Manager or call
1800 801 485 (8am – 8pm)

ANZ Cards

Locked Bag No.10
Collins Street West Post Office
Melbourne VIC 8007

ANZ Personal Banking

Contact your nearest branch

ANZ Investment Lending

GPO Box 4338
Melbourne VIC 3001

ANZ Trustees (V2 PLUS Service Centre)

GPO Box 4028 Sydney NSW 2001 or
GPO Box 389D Melbourne VIC 3001.

Customer Enquiries

ANZ Cards

13 22 73

ANZ Internet Banking

13 33 50
+ 61 3 9643 8833 (International customers)

ANZ Personal Banking

13 13 14

ANZ Investment Lending

1800 639 330

ANZ Trustees (V2 PLUS Service Centre)

13 28 33

Lost or Stolen Cards, Suspected Unauthorised Transactions or Divulged Passwords

1800 033 844 or
+ 61 3 9683 7047 (International customers)
(24 hours, 7 days a week).

Lost, Stolen or Divulged Passwords

For passwords used on-line and ANZ Security Devices, call 1800 269 242

For all other passwords, call 1800 033 844
(24 hours, 7 days a week)
Ph: + 61 3 9683 7047 (International customers).

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