

Currency by ANZ Terms and Conditions and Licence Agreement for iOS Devices

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1. Introduction

Currency by ANZ is an app suitable for use on iOS Devices that allows users to compare and convert foreign currencies utilising ANZ's indicative mid-market rate. For further information see 'Functionality', below.

Downloading the Currency by ANZ app from the Apple App Store and installing the app on your iOS Device is your acceptance of these Currency by ANZ Terms and Conditions and Licence Agreement for iOS Devices (these **Terms of Use**). If you do not agree to these Terms of Use you will be unable to use Currency by ANZ. It is therefore important that you read and understand these Terms of Use.

These Terms of Use form a legal contract between you, the user of Currency by ANZ, and us, Australia and New Zealand Banking Group Limited (**ANZ**), in relation to your use of Currency by ANZ.

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

By clicking 'Install' you agree to receive these Terms of Use and any amendments to them electronically via the Apple App Store or your iOS Device (as appropriate) and understand that ANZ will not send you a paper copy.

2. Eligibility

In order to use Currency by ANZ you will need an Apple device with iOS version 7.0 or later software, that is enabled for cellular or wireless Internet connection (**iOS Device**).

3. Fees and Charges

ANZ will not charge you any fees due solely to downloading, installing and using Currency by ANZ.

You may incur charges from your network service provider for downloading, updating and using Currency by ANZ. Any such charges are your sole responsibility and any matters regarding these charges should be raised with your network service provider.

4. Functionality

Currency by ANZ allows users to compare and convert foreign currencies utilising ANZ's indicative mid-market rate. **All rates used in Currency by ANZ are indicative mid-market rates only, are current as at the date and time shown and are subject to alteration by ANZ without notice. An indicative mid-market rate is the mid-point between the current buy and sell rates from the global wholesale currency market.**

Although it is a standard accepted indication of a currency pair's current price, as a mid-point between the buy and sell rates it is not a rate which can be transacted on. If you obtain an actual/quoted rate outside the Currency by ANZ app from ANZ (or your preferred foreign currency provider), it may differ significantly from the indicative mid-market rate and can be dependent on a number of factors, including (for example) whether you're buying or selling the currency, and whether the relevant transaction involves cash, credit card or an international money transfer. In addition, indicative mid-market rates do not include fees, commissions or other charges that may apply if you were to request an actual/quoted rate and complete a foreign exchange transaction outside of the Currency by ANZ app. Accordingly, prior to making any decisions or initiating any transactions, you should confirm the latest actual/quoted rates (including any fees, commissions or other charges) with ANZ or your preferred foreign currency provider.

The following functionalities are available within Currency by ANZ:

- (a) 'Convert' – Compare foreign currencies and convert amounts from one currency to another.
- (b) 'Watch' – monitor foreign exchange rates for your favourite currency pairs.
- (c) 'Alerts' – set the exchange rate you want within a percentage of the current rate and be notified when the rate is triggered. Notifications require cellular or wireless Internet connection. ANZ is not responsible if you do not have cellular or wireless Internet connection and therefore fail to receive a notification. Notifications are generally sent when the rate is triggered, however, only one notification can be sent at a time and there may be a delay for receiving additional notifications.

- (d) 'View chart' – view a chart tracking the exchange rate movement of the selected currency over various periods of time (for example, 1 day, 1 week, 1 month, 3 months, 1 year or 3 years).
- (e) 'Scan' – use your camera to scan a foreign currency denominated amount and convert to your selected currency.
- (f) 'BlueNotes' – view ANZ BlueNotes articles and read these articles online.

Other functionalities may be provided by ANZ on the Currency by ANZ app from time to time.

5. Your obligations

You agree you will:

- lock your IOS Device or take other steps necessary to stop unauthorised use of Currency by ANZ
- not use Currency by ANZ for any purpose other than those purposes for which ANZ has provided Currency by ANZ;
- not act fraudulently or maliciously in relation to the Currency by ANZ app or software. As examples, you will not copy, modify, adversely affect, reverse engineer, hack into or insert malicious code into the Currency by ANZ app or software.

For your own security ANZ recommends that you do not override the software lockdown on your iOS Device (commonly referred to as 'jailbreaking' your iOS Device).

6. Multiple Device Use

There is no limit to the number of iOS Devices on which you can install Currency by ANZ. Currency by ANZ will operate independently on each iOS Device. Any settings applied to Currency by ANZ on one iOS Device will not be applied to Currency by ANZ on any other iOS Device. Notifications triggered by alerts set from one iOS Device will only be sent to that device and will not be sent to any other iOS Device.

7. Liability

ANZ will not be responsible for any inability of your iOS Device to access or use Currency by ANZ, or for any loss or damage to your iOS Device resulting from your access or use, or attempted access or use, of Currency by ANZ, and you should satisfy yourself as to these matters before attempting to access or use Currency by ANZ.

ANZ will not be liable for any loss arising from your use of Currency by ANZ, including loss arising from any security breach, if you have acted fraudulently (either alone or together with any other person), or if you have caused or contributed to that loss, for example, by 'jailbreaking' your iOS Device or failing to comply with any of these Terms of Use. In addition, ANZ will not be liable if the Alert function fails to provide a notification to you.

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

When you initiate a call through Currency by ANZ on your iOS Device, you will exit the app and the call will be made using your chosen iOS Device's dialler. ANZ will not be liable in any way if your dialler redirects you to a fraudulent or incorrect number and will not be liable for any network service provider fees incurred for the call.

8. Helpdesk

For assistance in your use of Currency by ANZ please call our ANZ Deposits Solution Team on 1800 352 535 (Australia) or +61 3 8699 6939 (from overseas), available from 8am – 8pm AEST, Monday to Friday (excluding national holidays). This service is provided on the condition that neither ANZ nor its 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 iOS Device, including data connections or cellular charges to your iOS Device accounts.

9. ANZ's dispute resolution procedure

Making a complaint

If ANZ makes a mistake, or ANZ's service doesn't meet your expectations, ANZ wants to know. For the fastest possible resolution to your complaint call us on 1800 805 154 or TTY 1300 366 255; or:

- talk to staff at your local ANZ branch or business centre; or
- send a letter to ANZ Customer Response Centre via:

Mail: Locked Bag 4050, South Melbourne VIC 3205;

Email: yourfeedback@anz.com; or

Fax: +61 3 9683 9267.

Most often ANZ will be able to solve the problem on the spot.

If it can't be resolved promptly ANZ's specialist complaints team, ANZ Customer Response Centre, will take responsibility and work with you to fix the matter quickly. ANZ's aim is to resolve the complaint within 10 working days.

If this is not possible, ANZ will keep you informed on the progress of your matter and how long ANZ expects it will take to resolve your complaint.

ANZ Customer Advocate

If your complaint isn't resolved to your satisfaction, you can ask to have it reviewed by ANZ's Customer Advocate who will provide a free review of more difficult complaints to help achieve a prompt solution.

Contact details

ANZ Customer Advocate

833 Collins Street

Melbourne VIC 3008

Telephone: +61 3 8654 1000

Email: customeradvocate@anz.com

Financial Services Dispute Resolution Schemes

If you are not satisfied with the steps taken by ANZ to resolve the complaint, or with the result of ANZ's investigation, you may wish to contact an alternative dispute resolution scheme.

General banking products – credit cards, home loans, deposit products

Financial Ombudsman Service

GPO Box 3

Melbourne VIC 3001

Telephone: 1300 780 808

Fax: +61 3 9613 6399

Internet: www.fos.org.au

10. Suspension or termination of use and service quality

ANZ may suspend or terminate your use of Currency by ANZ, or part thereof, at any time.

The provision and subsequent use of Currency by ANZ 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.

11. Location Services

Privacy

ANZ (via your iOS Device) will ask you whether you wish to use the location based services in Currency by ANZ. If you elect to use the location based service, then Currency by ANZ will collect and process information regarding your location, such as the GPS signals from your iOS Device. This information is used solely for the purpose of providing you with relevant information in Currency by ANZ. You are able to turn off the location based services at any time (by deselecting Location Services in your Settings menu on your iOS Device).

Find ANZ Maps

Google Inc. provides the maps and location based services, including your geolocation, when you use or access location services in Currency by ANZ. By using location services within Currency by ANZ you agree to be bound by the Google Terms of Use. You can access the Google Terms of Use at http://www.google.com/intl/en_au/help/terms_maps.html. You can access the Google privacy policy at <http://www.google.com/privacy.html>.

12. Changes to these Terms of Use

ANZ can change these Terms of Use at any time. Subject to the following paragraph, ANZ will give you 30 days' prior notice of any changes which impose or increase charges relating solely to the use of Currency by ANZ.

Please note that ANZ may make changes required to immediately restore or maintain the security of a system or individual facility (including certain functionality within Currency by ANZ or Currency by ANZ itself), without prior notice.

You agree that ANZ may notify you of any change to these Terms of Use by:

- posting information at anz.com;
- written or electronic notice to you (including via your IOS Device);
- notice in our branches in Australia; or
- public notice in an Australian national newspaper.

The current version of these Terms of Use will always be available for you to view at anz.com.

13. No waiver, severability and governing law

In relation to these Terms of Use, 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 of a breach will not waive any other breach.

You and ANZ agree that if any provision or part of a provision in these Terms of Use is illegal, invalid or unenforceable, it will be severed from these Terms of Use and the remaining provisions (or parts of provisions) will continue in full force and effect.

The law governing these Terms of Use is the law of the state of Victoria, Australia and you and ANZ agree to submit to the exclusive jurisdiction of the courts of the state of Victoria, Australia.

14. Licensing

You acknowledge that these Terms of Use are between ANZ and you, and not Apple Inc. (Apple). You are given a non-exclusive, revocable, non-transferable licence to use Currency by ANZ on your iOS Device in accordance with these Terms of Use and the Apple Usage Rules in the Apple Store Terms of Service.

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

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

Each time you use Currency by ANZ 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 Currency by ANZ.

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

iPhone is a trademark of Apple Inc. App Store is a service mark of Apple Inc.

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Temporary service disruptions may occur.

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